



## THE CARLSBAD CITY COUNCIL WELCOMES YOUR PARTICIPATION

### NOVEMBER 4, 2014 MEETING AGENDA

CITY OF CARLSBAD CITY HALL, CITY COUNCIL CHAMBER  
1200 CARLSBAD VILLAGE DRIVE, CARLSBAD CA 92008  
6:00 p.m.

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## CITY COUNCIL

#### *TO SPEAK TO COUNCIL AT MEETING:*

1. For Public Hearings it is not necessary to fill out a "Speaker Card". For all other items, fill out a "Speaker Card".
  - a. For items listed on the agenda (including Consent Calendar), there is a five (5) minute time limit on individual speakers.
  - b. For items not listed on the agenda (Public Comment), there is a three (3) minute time limit on individual speakers.
2. Before the item is heard, hand the card to the Clerk.
3. When called by the Mayor, come forward and begin by stating your name and address.

#### *OTHER INFORMATION:*

- Citizens may have an item listed on a future agenda by submitting a letter to the City Manager. Unless the Mayor, with the consent of the Council, otherwise directs, such presentations shall be limited to ten (10) minutes.
- It is Council's policy to adjourn meetings no later than 10:00 P.M.
- Persons with a disability may request an agenda packet in appropriate alternative formats as required by the Americans with Disabilities Act of 1990 by contacting the City Manager's office at (760) 434-2821 (voice), 711 (free relay service for TTY users), 760-720-9461 (fax) or [manager@carlsbadca.gov](mailto:manager@carlsbadca.gov) by noon on the Monday preceding the meeting. All persons requiring reasonable accommodations or auxiliary aids in order to effectively participate in the meeting may contact the City Manager's office by noon on the Monday preceding the meeting to make such arrangements.
- **PLEASE NOTE:** Written agenda related items provided to the City's legislative leaders after distribution of the packet will be available for inspection during normal business hours at the office of the City Clerk, 1200 Carlsbad Village Drive, Carlsbad, CA 92008. All Agenda related items will also be available at each meeting of the City's legislative leaders – please see the City Clerk during public meetings.
- **VISUAL MATERIALS FOR CITY COUNCIL:** Visual materials should be submitted to the City Manager's Office no later than noon on the day of a Regular Council Meeting. Please label all materials with the agenda item number you are representing. Please refer to the time limit maximum for items submitted for viewing. All presentations/digital materials are considered part of the maximum time limit provided to speakers. All materials exhibited to the Council during the meeting (slides, maps, etc.) are part of the public record and must be kept by the Clerk for 60 days after final Council action on the matter. Your materials will be returned upon written request. **Video clips cannot be accommodated.**
- **MEETING DECORUM:** Carlsbad Municipal Code sections 1.20.320 and 1.20.330 require members of the public to observe order and decorum at this meeting and to conduct themselves in a courteous manner. California Penal Code section 403 makes it a misdemeanor for any person to willfully disturb or break up any assembly or meeting with lawful authority.

**CALL TO ORDER:**

**ROLL CALL:**

**INVOCATION:** Father Doran Stambaugh of St. Michael's by the Sea Church

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF MINUTES:**

Minutes of the Regular Meeting held October 14, 2014.

Minutes of the Regular Meeting held October 21, 2014.

Minutes of the Special Meeting held October 21, 2014.

**PRESENTATION:**

Presentation of a proclamation in recognition of November 15, 2014 as America Recycles Day.

Presentation of a proclamation in recognition of National Hospice and Palliative Care Month, November 2014.

**PUBLIC REPORT OF ANY ACTION TAKEN IN CLOSED SESSION:**

**CONSENT CALENDAR:** *The items listed under Consent Calendar are considered routine and will be enacted by one motion as listed. There will be no separate discussion on these items prior to the vote, unless an item is removed.*

**WAIVER OF ORDINANCE TEXT READING:**

This is a motion to waive the reading of the text of all ordinances and resolutions at this meeting.

1. AB #21,772 – Approval of Resolution No. 2014-254, reappointing Timothy Stripe to the Carlsbad Golf Lodging Business Improvement District Board.
2. AB #21,773 – Approval of Resolution No. 2014-255, authorizing the Administrative Services Director to approve and appropriate Police State Asset Forfeiture Funds in the amount of \$10,000 for the purchase of a police canine.
3. AB #21,774 – Approval of Resolution No. 2014-256, authorizing the appropriation of \$18,778 in Housing Trust Funds to support the North County Regional Winter Shelter program.
4. AB #21,775 – Approval of Resolution No. 2014-257, approving the professional services agreement with Arcadis U.S., Inc. for construction management and inspection services for the Vista/Carlsbad Interceptor Sewer, reaches VC11B-15 and the Agua Hedionda Sewer Lift Station, Project Nos. 3492, 3886 and 3949.

5. AB #21,776 – Approval of Resolution No. 2014-258, approving a median maintenance agreement with Levine Investments Limited Partnership, an Arizona Limited Partnership for El Camino Real at ViaSat Lot 1, Project No. SUP 98-03(D).
6. AB #21,777 – Acceptance of report on city investments as of September 30, 2014.

**ORDINANCE FOR INTRODUCTION:**

7. AB #21,778 – Introduce Ordinance No. CS-265, approving a Municipal Code Amendment to Title 3, Chapter 3.28 of the Carlsbad Municipal Code by deleting Section 3.28.130 in its entirety.

**City Manager's Recommendation:** Introduce Ordinance No. CS-265 by title only and schedule the second reading and adoption of the ordinance for a future meeting.

**ORDINANCES FOR ADOPTION:** None.

**PUBLIC COMMENT:**

*In conformance with the Brown Act, no Council action can occur on items presented during Public Comment.*

*A total of 15 minutes is provided so members of the public can address the Council on items that are not listed on the Agenda. Speakers are limited to three (3) minutes each. If you desire to speak during Public Comment, fill out a SPEAKER CARD and place it in the clear tray on the wall adjacent to the Deputy City Clerk. If there are more than five (5) speakers, the remaining speakers will be heard at the end of the agenda just prior to Council Reports.*

*When you are called to speak, please come forward and state your name and address.*

**PUBLIC HEARINGS:** None.

**DEPARTMENTAL AND CITY MANAGER REPORTS:** None.

**PUBLIC COMMENT:** Continuation of the Public Comments

*This portion of the agenda is set aside for continuation of public comments, if necessary, due to exceeding the total time allotted in the first public comments section.*

*When you are called to speak, please come forward and state your name and address. The remainder of the categories are for reporting purposes. In conformance with the Brown Act, no public testimony and no Council action can occur on these items.*

**COUNCIL REPORTS AND COMMENTS: (Revised 7/2/14)**

**BLACKBURN**

Buena Vista Lagoon JPC  
City/School Committee  
Encina Joint Powers (JAC)  
Encina Wastewater Authority  
EWA Capital Improvement Committee  
EWA Real Estate Committee  
North County Dispatch Joint Powers Authority (alternate)

**SCHUMACHER**

Buena Vista Lagoon JPC  
Chamber of Commerce Liaison  
City/School Committee  
SANDAG Board of Directors (1<sup>st</sup> alternate)  
SANDAG Borders Committee (1<sup>st</sup> alternate)  
SANDAG Shoreline Preservation Committee

**WOOD**

Encina Joint Powers (JAC)  
Encina Wastewater Authority  
EWA Policy & Finance Committee  
LAFCO North Coastal (alternate)  
League of California Cities - SD Division  
North County Transit District (alternate)  
SANDAG Board of Directors (2<sup>nd</sup> alternate)

**PACKARD**

North County Transit District Board of Directors  
NCTD Voting Member for SANDAG Transportation Committee  
NCTD Performance, Administration and Finance Committee  
NCTD Executive Committee  
North County Dispatch Joint Powers Authority

**HALL**

Chamber of Commerce Liaison  
LAFCO Cities Advisory Committee  
North County Mayors and Managers  
San Diego Regional Economic Development Corporation Board Member  
SANDAG Board of Directors  
SANDAG Executive Committee

**CITY MANAGER COMMENTS:**

**CITY ATTORNEY COMMENTS:**

**ANNOUNCEMENTS:**

This section of the Agenda is designated for announcements to advise the community regarding events that Members of the City Council have been invited to, and may participate in.

Thursday, Nov. 13, 2014 – 5:30 p.m.

City of Carlsbad Boards & Commissions Appreciation Event

The Crossings at Carlsbad

5800 The Crossings Drive

Carlsbad, CA

Monday, Nov. 17, 2014 – 5:00-8:00 p.m.

Surf Air Launch Event

Premier Jet Terrace

2100 Palomar Airport Road

Carlsbad, CA

**ADJOURNMENT.**



# MINUTES

MEETING OF: CITY OF CARLSBAD CITY COUNCIL  
(Regular Meeting)  
DATE OF MEETING: October 14, 2014  
TIME OF MEETING: 9:00 a.m.  
PLACE OF MEETING: 1635 Faraday Avenue, Room 173A, Carlsbad, CA 92008

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CALL TO ORDER: 9:02 a.m.

ROLL CALL: Packard, Wood, Schumacher, Blackburn  
Absent: Hall

INVOCATION: None.

PLEDGE OF ALLEGIANCE: None.

APPROVAL OF MINUTES: None.

PRESENTATIONS: None.

PUBLIC REPORT OF ANY ACTION TAKEN IN CLOSED SESSION: None.

CONSENT CALENDAR: None.

ORDINANCES FOR INTRODUCTION: None.

ORDINANCES FOR ADOPTION: None.

PUBLIC COMMENT: None.

DEPARTMENTAL AND CITY MANAGER REPORTS:

1. AB #21,757 - Receive a presentation on the Poinsettia Fire Recovery Efforts.

Mike Calderwood, Fire Division Chief, delivered the PowerPoint Presentation (copy on file in the City Clerk's Office).

Questions and answers at the conclusion of the presentation began with Council Member Blackburn asking how much our storm drains can handle if we get the rain predicted this winter. Chief Calderwood stated he did not have an accurate calculation which further supports preparing the inlets to perform adequately in the event heavy rain does occur.

Council Member Schumacher asked if HOA's (homeowner associations) and/or private citizens receive any reimbursement from the Fire Management Assistance Grant. Chief Calderwood explained that when public infrastructure is threatened by private inlets, the city will step in to make repairs or improvements and those expenses will be submitted for reimbursement.

Mayor Pro Tem Packard asked about volunteer efforts taking place Saturday, October 18, to clear out debris from the fire affected areas. Kathy Dodson, Assistant City Manager, stated that due to the potential hazardous nature of the clean-up, city staff and a contingency of marines will be performing the work. Mayor Pro Tem Packard asked what efforts are underway to communicate to HOA's the lessons they need to learn from the Poinsettia Fire to avoid costly repairs and maintenance following future fires. Fire Chief Mike Davis informed Council that a committee has been hard at work visiting and advising citizens and HOA's on how to plan and prepare to limit damage and expense, as much as possible, in the future. Chief Davis also noted that soil retention studies are due by the end of this month.

*Speaker in Support:* Julie Leader, President of the Aviara Premier Collection HOA, requested assistance from the city to restore common areas damaged by the fires in their development. The HOA hired a soil retention consultant who provided a report. (Copy on file in the City Clerk's Office)

**ACTION:** Report received.

2. AB #21,758 - Approval of Resolution No. 2014-239, approving funds for the construction of enhancements and improvements to private storm drain structures impacted by the 2014 Poinsettia Fire.

Marshall Plantz, Senior Engineer, delivered a PowerPoint Presentation (copy on file in the City Clerk's Office).

Council Member Blackburn asked if the \$100,000 being requested will come from reserves and Mr. Plantz responded yes.

Council Member Wood asked if the city will be fined if ash and other debris flow into storm drains. Kathy Dodson, Assistant City Manager, responded that the City of Carlsbad could be fined as much as \$10,000 per day for illegal discharge. Fines are based upon a number of factors, such as; culpability, what actions were taken to avoid the discharge, etc.

Mayor Pro Tem Packard asked of the \$100,000 being requested, what percentage will be remedied. Mr. Plantz responded 70 to 80 percent of the drains should be taken care of and that the cost for repairs will be submitted to the state. If successful, the city should receive 75 percent reimbursement.



**ACTION:** Motion by Council Member Blackburn, seconded by Mayor Pro Tem Packard, motion carried unanimously by those present to approve Resolution No. 2014-239 authorizing the expenditure of \$100,000 from the general fund.

*Mayor Pro Tem Packard announced a recess at 10:02 a.m. and reconvened at 10:10 a.m. with all Council Members present.*

3. AB #21,759 - Receive a presentation on the recent public outreach for the status of the Village and Barrio Plan.

Scott Donnell, Senior Planner, delivered the PowerPoint Presentation (copy on file in the City Clerk's office). Mr. Donnell advised the Council that the draft master plan is expected by early 2015.

Council Member Blackburn asked if there is an opportunity to begin "trenching" the railroad tracks prior to the completion of the master plan. Mr. Donnell replied yes, the trenching project can proceed on its own.

Council Member Wood suggested staff comprise an implementation list as they begin to roll out some of these great ideas. Mr. Donnell agreed that a priority list would be part of the plan.

Council Member Schumacher asked when the plan is complete, will Dover/Cole (plan consultants), present the plan for private homeowners and businesses in the Village and Barrio neighborhoods to plan their own improvements and will the plan unite the Barrio and the Village. Mr. Donnell explained that there will probably be some distinction in the plan, if only to maintain the historical significance of the two areas.

*Speakers in Support:*

Doug Avis spoke in support of the master plan.

Fred Briggs spoke in support of the master plan, but would like to see the plan include the beach walk and bluff areas.

Sherry Alvarado spoke in support of the Chestnut Avenue train track crossing bridge and inquired about code enforcement in the "Olde Carlsbad" neighborhood citing property owners who do not maintain their property and dog owners who are housing more than the allowed number of dogs on their property.

**ACTION:** Report received.

**CITY COUNCIL REPORTS:**

Council Member Wood reported that she and Council Member Schumacher attended the CA League of Cities Information Session regarding the water bond initiative in the general election.

**CITY MANAGER COMMENTS:** None.

**CITY ATTORNEY COMMENTS:** None.

**ANNOUNCEMENTS:** None.

**ADJOURNMENT:** Meeting was adjourned at 10:55 a.m.

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Barbara Engleson  
City Clerk

# MINUTES

**MEETING OF:** CITY OF CARLSBAD CITY COUNCIL  
(Regular Meeting)  
**DATE OF MEETING:** October 21, 2014  
**TIME OF MEETING:** 6:00 p.m.  
**PLACE OF MEETING:** City Council Chamber, 1200 Carlsbad Village Drive, Carlsbad, CA 92008

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**CALL TO ORDER:** 6:01 p.m.

**ROLL CALL:** Present: Hall, Packard, Wood, Schumacher, Blackburn.  
Absent: Wood

**INVOCATION:** Father Bill Rowland, St. Patrick's Catholic Church.

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Packard led the Pledge of Allegiance.

**APPROVAL OF MINUTES:**

Motion by Mayor Pro Tem Packard, seconded by Council Member Blackburn, to approve minutes, motion carried 4-0, with Council Member Wood absent.

Minutes of the Regular Meeting held October 7, 2014.

**PRESENTATIONS:**

Mayor Hall introduced Mick Calarco, Special Projects Manager and George Wooldridge, Friends of Carrillo Ranch CEO, who spoke in recognition of Friends of Carrillo Ranch.

Council Member Schumacher presented a Proclamation to CUSD Superintendent Suzette Lovely, Student Services Specialist Rosemary Eshelman, Trustee Claudine Jones, Trustee Veronica Williams and San Dieguito Alliance for Drug Free Youth representative Nancy Logan in observance of Red Ribbon Week, October 27-31, 2014.

**PUBLIC REPORT OF ANY ACTION TAKEN IN CLOSED SESSION:**

City Attorney Brewer announced Item #1 on the closed session agenda entitled; Conference with Labor Negotiators: (Government Code Section 54957.6) was continued to a future meeting and no reportable action otherwise.

City Manager Sarkozy introduced and welcomed the new Public Works Director Pat Thomas. Mr. Sarkozy also thanked Interim Public Works Director Jim Howell for his service to the City of Carlsbad.

**CONSENT CALENDAR:**

Motion by Mayor Pro Tem Packard and seconded by Council Member Blackburn to approve items 1-3 and 5-10, motion carried unanimously, with Council Member Wood absent. Item 4 pulled for discussion.

**WAIVER OF ORDINANCE TEXT READING:**

This is a motion to waive the reading of the text of all ordinances and resolutions at this meeting.

1. AB #21,760 – Adopted Resolution No. 2014-240, appointing Mychal Dourson to the Traffic Safety Commission.
2. AB #21,761 – Adopted Resolution No. 2014-241, approving agreements with Hewlett Packard, Inc. for \$694,902 of Professional Services and \$250,934 for maintenance and software product licensing associated with an Enterprise Content Management System.
3. AB #21,762 – Adopted Resolution No. 2014-242, approving Amendment No. 1 to the Master Service Agreement with Cashel Corporation, DBA Integrated Media Systems for \$180,000 of audio visual design services.

**ITEM PULLED FOR DISCUSSION**

4. AB #21,763 – Adopted Resolution No. 2014-243, approving a grant of Federal Community Development Block Grant Funds of \$454,000 and a loan of \$2,436,000 to acquire an existing 16-unit apartment complex at 945 Chestnut Avenue, for the purpose of providing lower income affordable housing to homeless families.
5. AB #21,764 – Adopted Resolution No. 2014-244, summarily vacating a portion of the relinquished abutters' Rights of Access Easement between El Camino Real and Lot 1 of CT 98-07.
6. AB #21,765 – Adopted Resolution No. 2014-245, approving a reimbursement agreement with Property Development Centers, LLC, for the construction of traffic signals at the intersection of La Costa Avenue and Levante Street for La Costa Town Square Commercial Project No. CT 01-09; and

Adopted Resolution No. 2014-246, approving a reimbursement agreement with Property Development Centers, LLC for the construction of traffic signals at the intersection of La Costa Avenue and Camino De Los Coches for La Costa Town Square Commercial Project No. CT 01-09; and

Adopted Resolution No. 2014-247, approving a reimbursement agreement for the construction of Planned Local Drainage Area (PLDA) Facility, Storm Drain DQB and appropriation of \$182,165 from the Planned Local Drainage Area D Fund for La Costa Town Square Commercial, Project No. CT 01-09, and

Adopted Resolution No. 2014-248, approving a street tree maintenance agreement for La Costa Town Square Commercial, Project No. CT 01-09.

7. AB #21,766 – Adopted Resolution No. 2014-249, approving plans and specifications and authorizing the City Clerk to advertise for bids for the Northwest Quadrant Storm Drain (Madison Street), Project No. 6608.
8. AB #21,767 – Adopted Resolution No. 2014-250, accepting the contract with Portillo Concrete, Inc. for construction of the Coastal Rail Trail Reach 1, Project No. 4012, as complete and directing the City Clerk to record a Notice of Completion and release bonds in accordance with state law and city ordinances.
9. AB #21,768 – Adopted Resolution No. 2014-251, authorizing the legally responsible official to re-certify the Sewer System Management Plan (SSMP) and submit the SSMP to the State Water Resources Control Board.
10. AB #21,769 – Adopted Resolution No. 2014-252, establishing a calendar of the dates and locations for regular meetings of the Carlsbad City Council for calendar year 2015.
4. AB #21,763 – Adopted Resolution No. 2014-243, approving a grant of Federal Community Development Block Grant Funds of \$454,000 and a loan of \$2,436,000 to acquire an existing 16-unit apartment complex at 945 Chestnut Avenue, for the purpose of providing lower income affordable housing to homeless families.

Item pulled for discussion. City Manager Sarkozy introduced Debbie Fountain, Housing and Neighborhood Services Director who provided an overview of the item.

Chris Megison with Solutions for Change is requesting additional loan funding to assist with affordable housing costs.

Motion by Council Member Blackburn and seconded by Council Member Schumacher, adopting resolution with amendment to approve additional funding, motion carried 3-1 with Mayor Pro Tem Packard Voting No, and Council Member Wood absent.

**ORDINANCE FOR INTRODUCTION:** None.

**ORDINANCES FOR ADOPTION:** None.

**PUBLIC COMMENT:**

*Brigadier Art Bartell, President of the Army and Navy Academy, and Ed Scarpelli, Rotary Club of Carlsbad extended an invitation to the City Council, and residents of Carlsbad to attend the 6<sup>th</sup> Annual Veterans Day Ceremony and Parade on November 11 at 11:00 a.m.*

*Marvin Sippel spoke about the unsafe conditions using the cross walks near the beach.*

*Joe Donegan spoke about policy of the City regarding home remodels without permit.*

*Kalim Smith spoke on the need to have more ADA access to the beach.*

*Ace Hoffman spoke on the Nuclear Regulatory Commission (NRC) Meeting regarding the closing of San Onofre nuclear reactor and removal of fuel waste.*

*Sharon Hoffman echoed Mr. Hoffman's comments on the San Onofre decommissioning solutions.*

**PUBLIC HEARING:** None.

*Mayor Hall adjourned to the Special Meeting of the Carlsbad Municipal Water District Board at 7:03 p.m. and reconvened the City Council Meeting at 7:04 p.m. with all Council Members present except Council Member Wood.*

**DEPARTMENTAL AND CITY MANAGER REPORTS:**

13. AB #21,770 – Citizen presentation from Janann Taylor and Janell Cannon regarding property in Olde Carlsbad.

**ACTION:** Received and filed presentation.

14. AB #21,771 – Approval of Resolution No. 2014-253, appointing Linda Geldner to the Historic Preservation Commission.

**ACTION:** On a motion by Mayor Hall, seconded by Mayor Pro Tem Packard, motion carried 4-0 to adopt Resolution No. 2014-253, with Council Member Wood absent.

**PUBLIC COMMENT:**

*Jan Lewis spoke about pickle ball and the need for more dedicated courts.*

**COUNCIL REPORTS AND COMMENTS:**

Mayor Hall and Council Members reported on activities and meetings of some committees and sub-committees of which they are members.

**CITY MANAGER COMMENTS:** None.

**CITY ATTORNEY COMMENTS:** None.

**ANNOUNCEMENTS:**

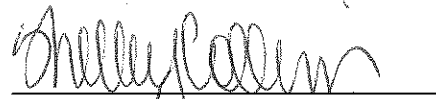
Thursday, October 23, 2014 – 5:00-8:00 p.m.  
Carlsbad Super-Sport Ribbon Cutting Ceremony  
24 Hour Fitness  
2501 El Camino Real  
Carlsbad, CA

Thursday, October 30, 2014 – 5:00 p.m.  
City of Carlsbad Citizens Academy Graduation  
City Council Chamber  
1200 Carlsbad Village Drive  
Carlsbad, CA

Saturday, November 1, 2014 – 10:00 – 11:00 a.m.  
Memorial Service for Claude A. "Bud" Lewis  
Carlsbad Community Church  
3175 Harding Street  
Carlsbad, CA

**ADJOURNMENT:**

Meeting was adjourned in memory of former City of Carlsbad Mayor Claude A. "Bud" Lewis at 7:28 p.m.

A handwritten signature in dark ink, appearing to read "Shelley Collins", written over a horizontal line.

Shelley Collins, CMC  
Assistant City Clerk





# MINUTES

**MEETING OF:** CARLSBAD CITY COUNCIL (Special Meeting)  
**DATE OF MEETING:** October 21, 2014  
**TIME OF MEETING:** 4:30 p.m.  
**PLACE OF MEETING:** City Hall Conference Room 3, 1200 Carlsbad Village Drive, Carlsbad, California

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**CALL TO ORDER:** 4:34 p.m.

**ROLL CALL:** Present: Hall, Packard, Schumacher, Blackburn.  
Absent: Wood.

**PUBLIC COMMENT ON AGENDA ITEM:** None.

**CLOSED SESSION:**

Council adjourned into Closed Session at 4:36 p.m. pursuant to the following:

1. CONFERENCE WITH LABOR NEGOTIATORS:  
(Government Code Section 54957.6)

City Negotiators: Kathy Dodson, Assistant City Manager (absent), Julie Clark, Human Resources Director, Debbie Porter, Senior Management Analyst, Gary Morrison, Police Chief, Neil Gallucci, Police Captain, Paul Mendes, Police Captain, and Steve Berliner, Liebert Cassidy & Whitmore.

Employee Organizations: CCEA and CPOA.

If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session.

2. CONSIDER PENDING LITIGATION:  
(Government Code Section 54956.9(a))

Brett Blazys v. City of Carlsbad, Case No. 37-2014-00016183.


**RECONVENE:**

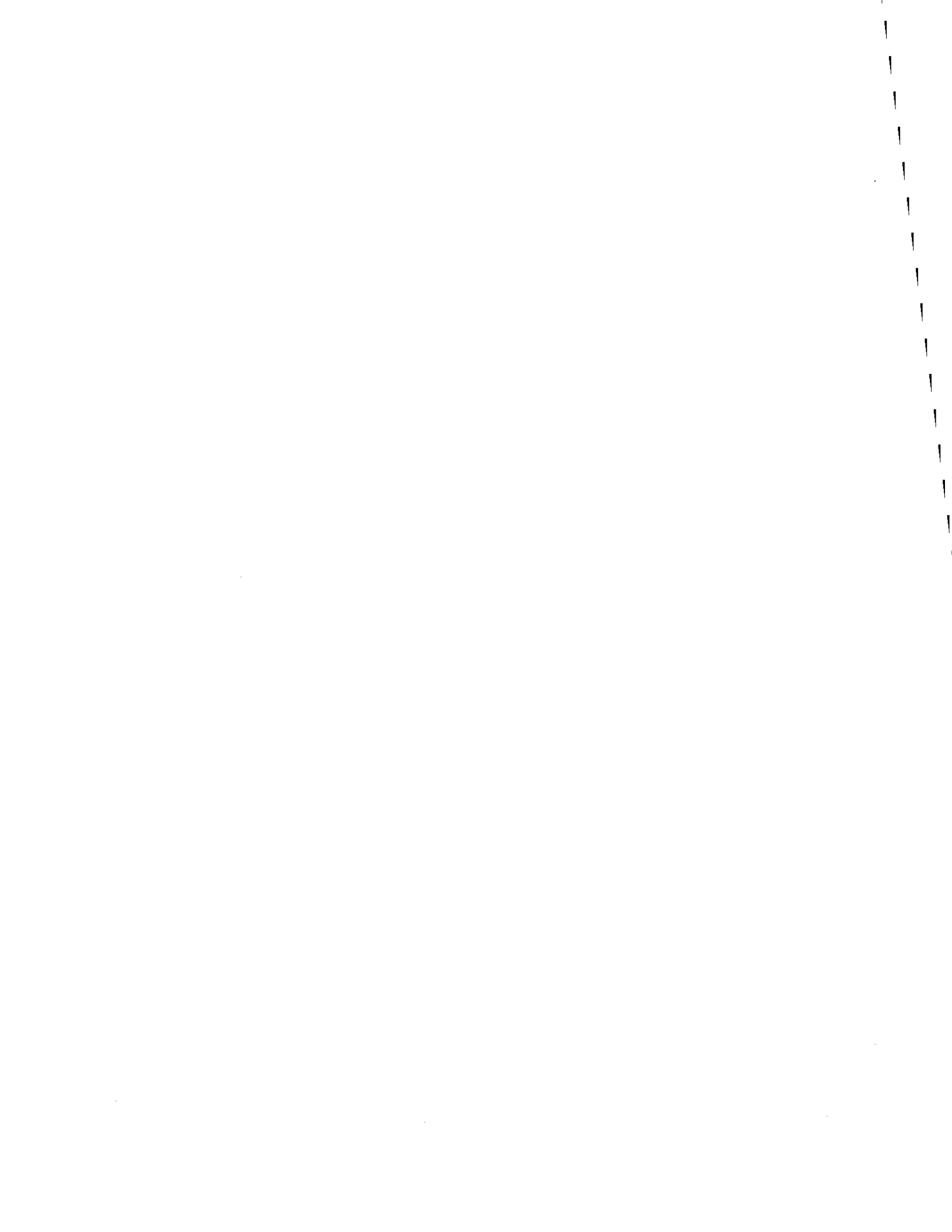
The Council reconvened at 5:34 p.m. with four members present.

Mayor Hall announced that Item #1 was continued to November 4, 2014, and regarding Item #2, there was no reportable action taken.

**ADJOURNMENT:**

By proper motion, the Special Meeting of October 21, 2014 was adjourned at 5:35 p.m.



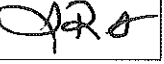
  
Shelley Collins, CMC  
Assistant City Clerk





# CITY OF CARLSBAD – AGENDA BILL

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<b>AB#</b>	21,772	<b>ADOPT RESOLUTION REAPPOINTING TIMOTHY STRIPE TO THE CARLSBAD GOLF LODGING BUSINESS IMPROVEMENT DISTRICT BOARD</b>	<b>DEPT.</b>	
<b>MTG.</b>	11/4/14		<b>DIRECTOR</b>	
<b>DEPT. CLERK</b>			<b>CITY ATTY.</b>	
			<b>CITY MGR.</b>	

## **RECOMMENDED ACTION:**

Adopt Resolution No. 2014-254, reappointing Timothy Stripe, representing Grand Pacific Resorts, to the Carlsbad Golf Lodging Business Improvement District Board (CGLBID).

## **ITEM EXPLANATION:**

The term of board member Timothy Stripe, expires in November, 2014. Mr. Stripe was appointed in November, 2012, to serve an initial term of two years. He is eligible for reappointment, and has expressed a desire to be reappointed, to the CGLBID.

One appointment to the Carlsbad Golf Lodging Business Improvement District Board is therefore required.

Other members of the CGLBID are Scott Allen, representing Park Hyatt Aviara, and Gary Glaser, representing Kemper Sports and The Crossings Golf Course.

**NOTE: Members of the Carlsbad Golf Lodging Business Improvement District Board are subject to the provisions of the Political Reform Act, and must file a Statement of Economic Interests.**

## **ENVIRONMENTAL IMPACT:**

Pursuant to Public Resources Code section 21065, this action does not constitute a "project" within the meaning of CEQA in that it has no potential to cause wither a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

## **EXHIBITS:**

1. Resolution No. 2014-254, reappointing Timothy Stripe to the CGLBID.
2. Correspondence from Timothy Stripe expressing his desire to be reappointed to the CGLBID.

DEPARTMENT CONTACT: Shelley Collins 760-434-2808 [shelley.collins@carlsbadca.gov](mailto:shelley.collins@carlsbadca.gov)

<b>FOR CITY CLERKS USE ONLY.</b>				
<b>COUNCIL ACTION:</b>	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>	COUNCIL RECEIVED THE REPORT/PRESENTATION	<input type="checkbox"/>
			OTHER – SEE MINUTES	<input type="checkbox"/>

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RESOLUTION NO. 2014-254

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CARLSBAD, CALIFORNIA, APPOINTING ONE MEMBER TO THE  
CARLSBAD GOLF LODGING BUSINESS IMPROVEMENT  
DISTRICT BOARD (CGLBID).

WHEREAS, the term of Board Member Timothy Stripe expires in November, 2014, and  
WHEREAS, Mr. Stripe was appointed in November, 2012, for an initial term of two years,  
and  
WHEREAS, Mr. Stripe is eligible for reappointment and has expressed a desire to be  
reappointed.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California,  
as follows:

- 1. That the above recitations are true and correct.
- 2. That the following person is hereby reappointed to serve on the Carlsbad Golf Lodging  
Business Improvement District Board (CGLBID) for a term to expire in November, 2018:

Timothy Stripe

//  
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//

1 PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of  
2 Carlsbad on the day of , 2014,  
3 by the following vote, to wit:  
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5 AYES:  
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7 NOES:

8 ABSENT:  
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MATT HALL, Mayor

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ATTEST:

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BARBARA ENGLESON, City Clerk  
(SEAL)

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## Donna Heraty

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**From:** Council Internet Email  
**Sent:** Friday, October 10, 2014 9:16 AM  
**To:** Donna Heraty  
**Subject:** FW: Attention: Matt Hall

**From:** [REDACTED]  
**Sent:** Thursday, October 09, 2014 1:48 PM  
**To:** Council Internet Email  
**Cc:** Cheryl Gerhardt  
**Subject:** Attention: Matt Hall

Dear Mayor,

I was notified that my board member term on the CGLBID expires in November of this year. It would be my sincere pleasure to continue serving as a board member and would appreciate being reappointed to serve on the board for another term.

Sincerely,

Tim Stripe

**Diane Proulx | Assistant to Tim Stripe | Grand Pacific Resorts**

5900 Pasteur Court Suite 200 | Carlsbad | Ca | 92008

telephone [REDACTED] | facsimile [REDACTED] | cell [REDACTED]


### PRIVILEGED AND CONFIDENTIAL COMMUNICATIONS:

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# CITY OF CARLSBAD – AGENDA BILL

2

AB#	21,773	AUTHORIZE AND APPROPRIATE STATE ASSET FORFEITURE FUNDS IN THE AMOUNT OF \$10,000 TO PURCHASE A POLICE CANINE	DEPT. DIRECTOR	
MTG.	11/4/14		CITY ATTY.	
DEPT.	POLICE		CITY MGR.	

## RECOMMENDED ACTION:

City Council to adopt Resolution No. 2014-255 authorizing the Administrative Services Director to approve and appropriate police state asset forfeiture funds for the purchase of police canine.

## ITEM EXPLANATION:

The Police Department maintains four canines as part of their patrol force. One dog is assigned to each of the four patrol shifts, providing officers with the searching and apprehension support a canine provides. K-9 “Maverick” is experiencing a quick decline in his health and performance, sooner than was predicted. As a result, the police department needs to purchase a new canine mid-year. Historically, the purchase of a new canine is planned within the budget cycle and asset forfeiture funds are set aside for the purchase.

## FISCAL IMPACT:

There is approximately a \$37,770 available cash balance in the police state asset forfeiture fund after taking into account current year budgeted expenditures . The cost of a new canine is \$9,504. Setting aside an additional \$496 for miscellaneous accessories associated with the new dog brings the total to \$10,000. Dogs have historically been purchased through grant or asset forfeiture funds. They have not been purchased via the General Fund, so use of asset forfeiture is allowable (no supplanting).

## ENVIRONMENTAL IMPACT:

Pursuant to Public Resources Code section 20165 and CEQA Guideline section 15738, this does not constitute a “project” within the meaning of CEQA and therefore does not require an environmental review.

## EXHIBITS:

- Resolution No. 2014-255 authorizing the Administrative Services Director to approve and appropriate \$10,000 in police state asset forfeiture funds for the purchase of police canine.
- Quote from Man K-9 for new canine.

DEPARTMENT CONTACT: Fiona Everett 760-931-2279 [fiona.everett@carlsbadca.gov](mailto:fiona.everett@carlsbadca.gov)

<b>FOR CLERK USE.</b>				
<b>COUNCIL ACTION:</b>	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>	REPORT RECEIVED	<input type="checkbox"/>
				<input type="checkbox"/>

RESOLUTION NO. 2014-255

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING THE ADMINISTRATIVE SERVICES DIRECTOR TO APPROVE AND APPROPRIATE POLICE STATE ASSET FORFEITURE FUNDS IN THE AMOUNT OF \$10,000 FOR THE PURCHASE OF A POLICE CANINE.

---

WHEREAS, the Police Department maintains four canines as part of their patrol force; and

WHEREAS, one dog is assigned to each of the four patrol shifts, providing officers with the searching and apprehension support a canine provides; and

WHEREAS, one of the canines is experiencing a quick decline in his health and performance, sooner than was predicted; and

WHEREAS, the Police Department needs to replace this canine; and

WHEREAS, police state asset forfeiture funds are available for the purchase of a canine; and

WHEREAS, canines are not budgeted via the General Fund, so use of state asset forfeiture funds is not supplanting and is allowed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows that:

1. The above recitations are true and correct.
2. The cost of a new canine, including accessories, and sales tax is \$10,000. Use of state asset forfeiture funds is allowable (not supplanting), because canines have not been purchased via the General Fund.
3. The Administrative Services Director is authorized to appropriate police asset forfeiture funds totaling \$10,000 and to approve the purchase of a police canine.

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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of  
Carlsbad on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the  
following vote to wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
MATT HALL, Mayor

ATTEST:

\_\_\_\_\_  
BARBARA ENGLESON, City Clerk  
(SEAL)



# MAN-K9

PMB # 250 , 3784 Mission Ave Ste. 148.  
Oceanside Ca. 92054  
760-505-4082

10-2-14

Carlsbad Police Department  
Attention Sgt. Thomas  
Carlsbad, Ca.

## PROPOSAL 104-14

One, Male, Belgium Malinois Dog for Police work-----\$8,800.00

Taxes-----\$704.00

**Total -----\$9,504.00**

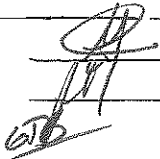
If you have any questions you can reach me at 760-576-9097.

Sincerely  
Manuel Villanueva  
Training Director



# CITY OF CARLSBAD – AGENDA BILL

3

AB#	21,774	AUTHORIZING THE APPROPRIATION OF \$18,778 IN HOUSING TRUST FUNDS TO SUPPORT THE NORTH COUNTY REGIONAL WINTER SHELTER PROGRAM	DEPT. DIRECTOR	
MTG.	11/4/14		CITY ATTORNEY	
DEPT.	CED		CITY MANAGER	

## RECOMMENDED ACTION:

Adopt Resolution No. 2014-256 authorizing the appropriation of \$18,778 in Housing Trust Funds to support the North County Regional Winter Shelter Program.

## ITEM EXPLANATION:

The Alliance for Regional Solutions was formed in 2007 to develop a winter shelter program for Northern San Diego County that would be a coordinated effort between local governments and social service providers to address homeless needs during the winter months. A subcommittee of Alliance members and staff representing all North San Diego County cities developed a winter shelter program that has provided shelter and case management services at four sites in Carlsbad, Oceanside, Vista and Escondido over the last six years. The shelter system also includes small rotating sites in local churches by Catholic Charities at La Posada de Guadalupe on Impala Drive.

A Homeless Management Information System is being used to collect data from all of the shelter sites. The system provides information from case management of homeless persons including client outcome assessments such as regular employment, successful rehabilitation and entry into transitional housing. The program has generated widespread interest as a model for how regional cooperation between government and public service agencies can address the need for winter homeless shelters.

The total proposed budget for the program this coming winter is \$464,764. Cities are asked to share in the program costs based on population. Carlsbad's proposed share of the cost \$18,778, which represents approximately 4 percent of the total budget and is the same amount approved for the program during the first six years of operation. The request for funding, included as Exhibit 2, provides a summary of the program and a list of proposed revenue sources and expenditures.

## FISCAL IMPACT:

Appropriating the requested \$18,778 will not have a significant impact on the Housing Trust Fund, which as of September 30, 2014 had approximately \$15.7 million in available funds.

DEPARTMENT CONTACT: Courtney Enriquez 760-434-2812 courtney.enriquez@carlsbadca.gov

<b>FOR CITY CLERKS USE ONLY.</b>				
<b>COUNCIL ACTION:</b>	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>		

**ENVIRONMENTAL IMPACT:**

Pursuant to Public Resources Code section 21065, this action does not constitute a "project" within the meaning of CEQA in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

**EXHIBITS:**

1. Resolution no. 2014-256 approving an appropriation and distribution of funds to support the North County Regional Winter Shelter Program
2. Winter Funding Request
3. 2013-14 Alliance for Regional Solutions North County Winter Shelter Report.

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**RESOLUTION NO. 2014-256**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, TO AUTHORIZING THE APPROPRIATION OF \$18,778 IN HOUSING TRUST FUNDS TO SUPPORT THE NORTH COUNTY REGIONAL WINTER SHELTER PROGRAM.

The City Council of the City of Carlsbad, California, does hereby resolve as follows:

WHEREAS, The Alliance for Regional Solutions was formed to develop a North County Regional Winter Shelter Program that would be a coordinated effort between local governments and social service providers to address homeless needs during the winter months; and

WHEREAS, a subcommittee of Alliance members have worked with staff representing all Northern San Diego County cities to develop a Winter Shelter Program that will provide shelter at four sites in Carlsbad, Oceanside, Vista and Escondido; and

WHEREAS, the City Council has taken all testimony into account.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. The above recitations are true and correct.

2. The Carlsbad City Council hereby authorizes the Administrative Services Director to appropriate funds in the amount of eighteen thousand seven hundred and seventy eight dollars (\$18,778) from the Housing Trust Fund as a contribution to the Regional Winter Shelter Program.

3. The Carlsbad City Council authorizes the City Manager to execute all appropriate documents needed to provide the contribution with prior approval of the City Attorney.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Carlsbad on  
the      day of November, 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
MATT HALL, Mayor

ATTEST:

\_\_\_\_\_  
BARBARA ENGLESON, City Clerk

(SEAL)

24



## REGIONAL SHELTER SYSTEM FUNDING REQUEST - CARLSBAD

Executive Summary 9/16/2014

### Alliance President

Don Stump  
Executive Director  
North County Lifeline  
200 Michigan Avenue  
Vista, CA 92084

### Alliance Members

Bread of Life Rescue Mission  
By His Grace Homeless  
Outreach  
Brother Benno Foundation  
Casa de Amparo  
Catholic Charities  
Community Housing Works  
Community Resource  
Center  
Faith-based Federal Credit  
Union  
Green Oak Ranch  
Heritage Clinic  
Interfaith Community  
Services  
Interfaith Shelter Network  
League of Women's Voters  
Mental Health America of  
San Diego  
Mental Health Systems, Inc.  
National Alliance on Mental  
Illness  
Neighborhood Healthcare  
New Haven Youth &  
Family Services  
New Community Church  
No. Co. Community Services  
No. Co. Health Services  
No. Co. Lifeline  
No. Co. Serenity House  
Operation Hope  
P. E. R. T., Inc.  
Regional Task Force on the  
Homeless  
Saint Clare's Home  
San Diego SER Jobs for  
Progress  
Society of St. Vincent de  
Paul  
The Alpha Project/Casa  
Rafael  
The Fellowship Center  
The Salvation Army  
United Way of San Diego  
Vista Community Clinic  
Women's Resource Center

The Alliance for Regional Solutions is requesting that the **City of Carlsbad** contribute \$18,778 towards the eighth year of the regional winter shelter system serving homeless populations in Northern San Diego County. This amount is the same as past years and represents the city's "fair share", based on population, of the costs of regional support services (case management, night security, data & evaluation, etc.). The eighth year of this regional approach will focus on continuing to strengthen transportation support for shelter residents, providing on-site psychiatric assessments, services targeting chronically homeless, and implementing further best practices on a region-wide basis.

As in past years, the goal of the regional homelessness shelter system is to provide homeless individuals and families in North County with not only a safe haven during the winter months, but to also provide the tools and motivation necessary to move them towards self-sufficiency and their maximum level of independent and responsible functioning. This includes a requirement that shelter participants not be under the influence of alcohol or other drugs and that they demonstrate positive progress through a case managed program that includes personal accountability.

Services under the proposed system will be provided for a total of 120 days at four sites in Carlsbad, Oceanside, Vista and Escondido, 90 days at small rotating North Inland sites and 140 days at small rotating North Coastal sites, with a total capacity of 179 beds per night. The total eighth year budget for the regional system is \$464,764 and includes funding from a variety of sources including EFSP, municipal and county governments, and the private resources of shelter providers. The requested \$18,778 represents 4 percent of the total budget for the proposed system. There is a deficit of \$51,976 for the upcoming season that will need to be raised by participating providers.

Staffing for the regional system includes a 7 month System Coordinator who will serve as the single point of contact for the system operators and will provide coordination of staff and volunteer training, and representation for the system in a variety of public settings. Additional staffing plans include onsite case managers, night watch staff and medical assessment staff that will assist shelter participants.

Data will be collected from all participating sites and entered into the Homeless Management Information System for tracking, documentation and evaluation purposes. Evaluators from the Regional Task Force on the Homeless will continue to track the quantitative and qualitative aspects of the system performance and provide a season end report on impacts. A copy of the report for last season is attached.

# North County Winter Shelter Budget 2014-2015 Season

Revenue				City credits basic shelter cost
Source	Total city share	Status	System cost	
Shelter Providers		Committed	\$154,832.00	- amounts raised by providers
EFSP		Pending	\$52,733.00	- EFSP based on prior year
City of Escondido	33,223	Committed	\$33,223.00	
City of Oceanside	33,223	Committed	\$14,723.00	*18,500 city grants
City of Vista	18,778	Committed	\$0.00	*25,000 city grant
City of Carlsbad	18,778	Committed	\$18,778.00	
City of San Marcos	14,450	Committed	\$0.00	*65,000 city grants
City of Encinitas	11,556	Committed	\$0.00	*17,000 city grant
City of Poway	10,111	Committed	\$10,111.00	
City of Solana Beach	2,888	Pending	\$2,888.00	
subtotal			\$287,288	
		*city grants paid directly to providers	\$125,500.00	
<b>Revenue</b>	<b>Total</b>		<b>\$412,788.00</b>	

Expense	
Item	totals
<b>Personnel</b>	
On-site Case Management	\$46,464.00
Night Watch	\$63,000.00
<b>Personnel Total</b>	<b>\$109,464.00</b>
<b>System Support</b>	
Regional Shelter Administration	\$12,000.00
Fiscal Agent	\$7,100.00
Evaluation	\$5,500.00
Fiscal Audit	\$1,000.00
<b>System Support Total</b>	<b>\$25,600.00</b>
<b>Shelter Costs</b>	
Shelter Management Personnel	\$166,206.00
Non-Personnel costs	\$124,910.00
Meals <small>in-kind</small>	\$31,384.00
<b>Shelter Costs Total</b>	<b>\$322,500.00</b>
<b>Supportive Services</b>	
Bus passes and other needs	\$7,200.00
<b>Supportive Services Total</b>	<b>\$7,200.00</b>
<b>TOTAL WINTER SHELTER SYSTEM COSTS</b>	<b>\$464,764.00</b>



# Alliance for Regional Solutions

## Shelter Provided to the Homeless in North San Diego County Winter Shelters 2013-2014

REGIONAL TASK FORCE  
ON THE HOMELESS



OUR COMMUNITY • OUR HOMELESS • OUR ISSUES

*Report prepared by:*  
Regional Task Force on the Homeless  
4699 Murphy Canyon Road  
San Diego, California 92123  
858-292-7627  
<http://rtfhdsd.org>

July 2014

## Acknowledgements

**This report was prepared by the Regional Task Force on the Homeless (RTFH), on behalf of the Alliance for Regional Solutions (ARS).**

The authors greatly appreciate the efforts of the member agencies and staff operating the ARS winter shelters. In particular we would like to commend the data collection and data entry staff, whose thoroughness and attention to detail has made this report meaningful and rich.

In addition, the RTFH would like to acknowledge the Institute for Public Health (IPH) at San Diego State University. The IPH prepared the winter shelter report for the past several seasons investing time and thought into the development of a basic report template and analysis methodology. The authors would like to thank the IPH for sharing their experience and enabling the production of a timely report, consistent and comparable to prior publications.

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# Introduction

The Alliance for Regional Solutions (ARS) collected client shelter stay data during its 2013-2014 Winter Shelter homeless services in North San Diego County. This report describes the number of clients that were sheltered, the demographic characteristics of these clients, the reason for their homelessness, the length of shelter provided to these clients, and what housing plans the clients had upon exiting the shelter program, plus a brief review of clients served during both the 2012-2013 winter season and the 2013-2014 winter season.

The ARS commissioned the Regional Task Force on the Homeless (RTFH) to analyze the 2013-2014 winter shelter data. The data was entered by winter shelter staff into a secure online database and extracted for analysis in June 2014.

## Background

Each year in North San Diego County, six winter emergency shelters open up to provide shelter to the homeless during the coldest of the winter months – primarily December through April. For the 2013-14 winter months, four of the six ARS shelters operated from the first of December 2013 through the end of March 2014, one shelter began operation in late-October 2013 and ended in late-April 2014, and the sixth began in mid-December 2013 and ended in mid-April 2014.

During the 2013-14 winter season there were four stationary ARS shelters: Escondido Emergency Shelter (Haven House) in Escondido, Operation Hope in Vista, Bread of Life in Oceanside and La Posada de Guadalupe in Carlsbad. There were also two rotating ARS shelters, Interfaith Shelter Network North Coastal and Interfaith Shelter Network North Inland, with member congregations each hosting a shelter for two weeks.

### A. Data Collection

Shelter staff collected information about the residents that stayed in their shelter. This information included client demographics and information such as reason for homelessness, reasons for leaving the shelter, and planned destination upon exiting. The staff members entered the data into a secure online homeless management information system (HMIS) database called ServicePoint. In June 2014 the RTFH created a data extraction report within ServicePoint and downloaded the winter shelter data into a collection of Microsoft Excel worksheets. Data represents ARS winter shelter program entries recorded in ServicePoint as of June 1, 2014.

### B. Data Analysis

The RTFH imported the Microsoft Excel data into Microsoft Access for manipulation. The numbers for this report were produced directly from the Microsoft Access database although some frequencies and crosstabs analyses were performed using SPSS, a statistical package, after importing data from Microsoft Access into SPSS.

---

## C. Limitations

Any time data is collected there can be errors in the data collection or the data entry processes. During collection, data may not be completely collected, or it may be recorded erroneously or, in cases of clients already in the data system, changes in data may not be fully updated in the database. The error rate for data collection and data entry for this data set is largely unknown. A third limitation is that most questions primarily rely upon client self-report, which may or may not be truthful. Self-report, however, is often the only method available.

Lastly, yet importantly, these findings apply only to the persons who used these winter shelters, not to the homeless population at large in North San Diego or to all sheltered clients in San Diego. Whether or not these sheltered clients were similar to those served in other winter shelters in San Diego or to the general homeless population was not examined.

## Results

**A total of 438 unique individuals received shelter from the six 2013-14 North San Diego ARS Winter Shelters (see Table 1).** The four large Alliance North San Diego Shelters provided shelter service to 384 unique individuals –88% of the total number served (La Posada de Guadalupe, Operation Hope, Bread of Life, and Haven House).

### A. Location and Length of Service

A total of 179 ARS beds were available to temporarily house homeless individuals in the North San Diego area during the winter months (Table 1). Together these beds enabled 18,683 bed-nights to be provided to the 455 clients served (duplicated count). Program utilization (bed-nights used / bed-nights available) ranged from 53% to 108% (utilization data not shown).

**The 438 unique clients stayed in the North San Diego Winter Shelters for an average of 44 nights, although the number of nights ranged from 1 to 136.** About fifty-four percent (54% of the clients were sheltered for 30 nights or less, forty-six percent (46%) for more than 30 nights.

Seventeen of the 438 clients (4%) utilized more than one shelter provider during the season, and 68 of the clients (16%) exited and re-entered the North County Winter Shelter system more than once during the season (not graphed).

**Table 1. Shelter Capacity and Shelter Provided, 2013-14 North San Diego Winter Shelters**

Program Name <i>Clients served</i>	Program Capacity			Shelter Provided	
	Number of Beds <sup>1</sup>	Number of Operating Nights <sup>2</sup>	Bed-Nights Available <sup>3</sup>	Bed-Nights Used <sup>4</sup>	Total Clients Sheltered <sup>5</sup>
Interfaith Shelter Network Coastal <i>Men, women and families</i>	12	181	2,172	1,892	41
Interfaith Shelter Network Inland <i>Men, women and families</i>	12	118	1,416	1,016	30
La Posada de Guadalupe <i>Men</i>	20	121	2,420	1,277	103
Operation Hope <i>Families and women</i>	45	121	5,445	4,694	71
Bread of Life <i>Men and women</i>	50	121	6,050	5,254	132
Haven House <i>Men and women</i>	40	121	4,840	4,550	78
<b>Total</b>	<b>179</b>	<b>--</b>	<b>22,343</b>	<b>18,683</b>	<b>438<sup>6</sup></b>

<sup>1</sup> Number reported by project staff.

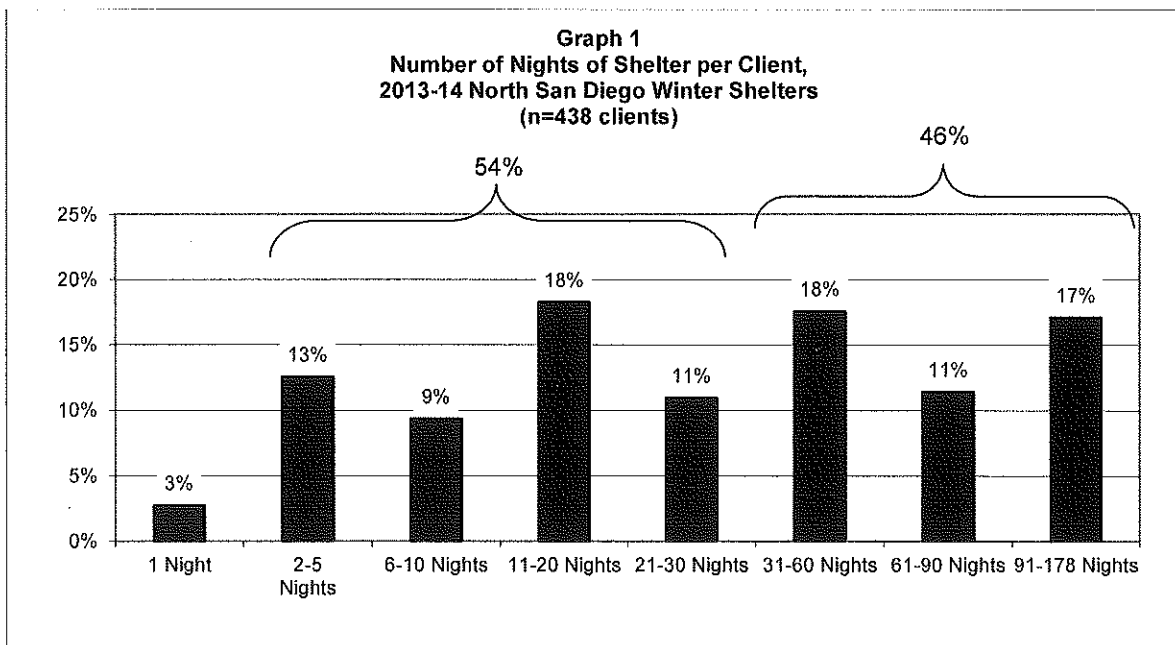
<sup>2</sup> Dates of operation reported by project staff; actual operating nights calculated based on first entry and last exit in HMIS for each program.

<sup>3</sup> The number of beds times the number of operating nights.

<sup>4</sup> One person staying one night is a bed-night. In one case the number of bed-nights used is greater than the number of beds available due unknown reasons.

<sup>5</sup> Unduplicated per program only.

<sup>6</sup> Total unduplicated count for all programs; total differs than the individual program counts added together because some clients received services from more than one program.

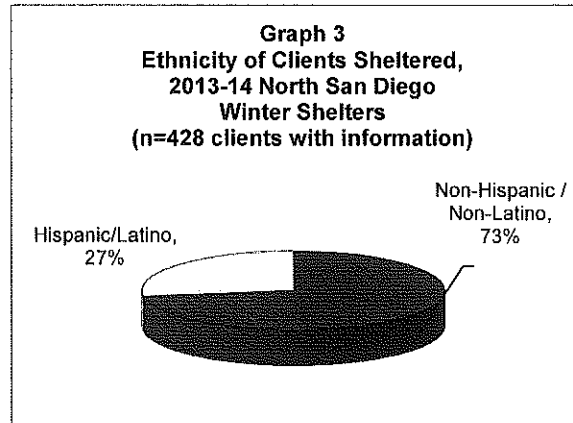
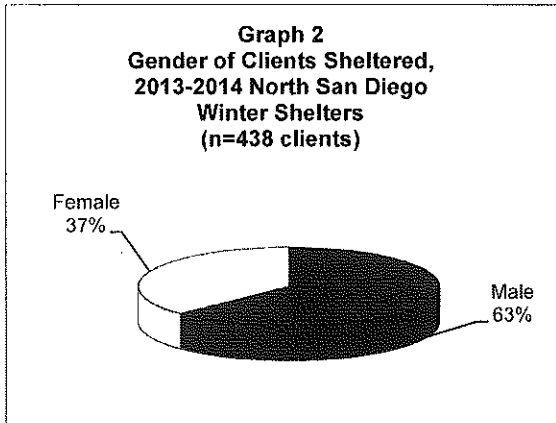


## B. Demographic and Prior Living Situation Information

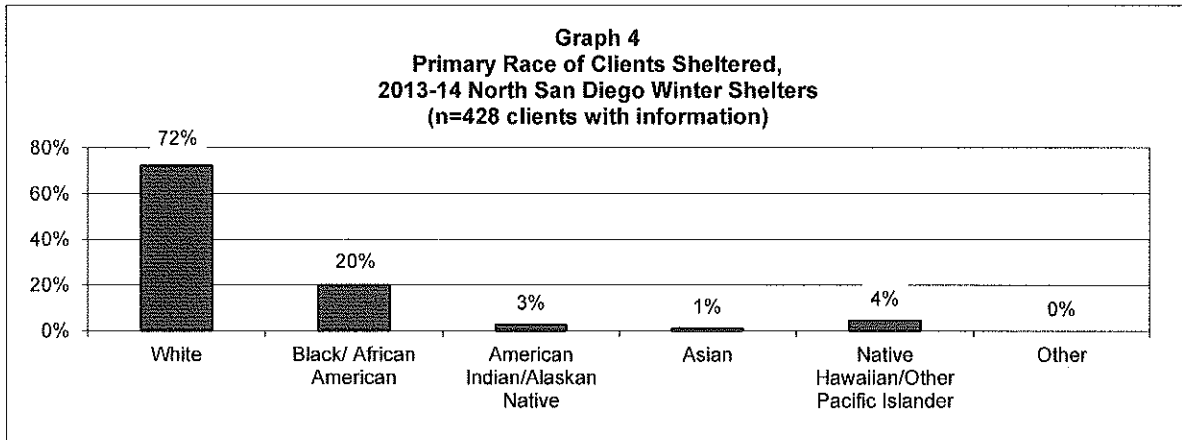
Demographic and prior living situation information for the clients served is presented below. *The information presented below includes only persons who responded to each question and excludes missing values or responses of Unknown, Don't Know and Refused.*

### 1. Information Collected from All Clients

As seen in the graphs that follow, most sheltered individuals were males and Non-Hispanic/Latino (Graphs 2 and 3). The large majority (72%) was identified as Caucasian (White) followed distantly by African-American (Graph 4).

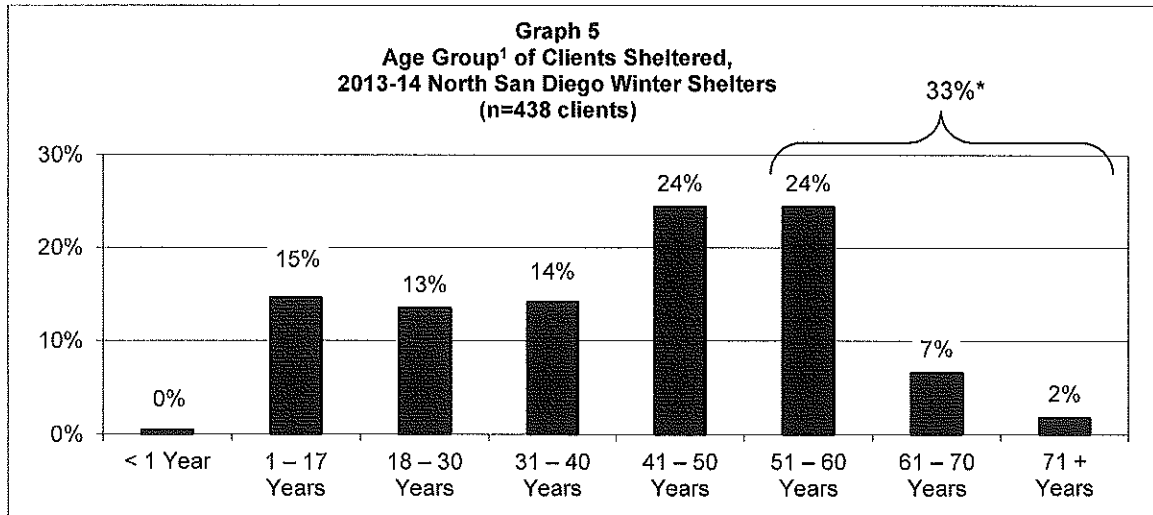


Percent of the total number with information; responses of "Don't Know" or "Refused" were not included in the total



Percent of the total number with information; responses of "Don't Know" or "Refused" were not included in the total.

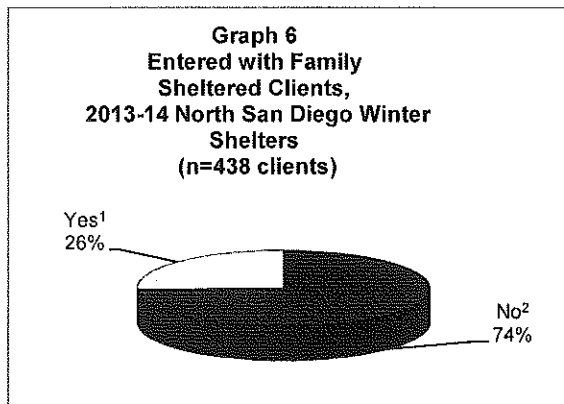
In total, almost one-third (33%) of clients sheltered were over the age of 50 years, and children 17 years or younger made up 15% of those served (Graph 5). The two age group categories with the greatest proportion of individuals were 41-50 years with 24%, and 51-60 years with 24% of clients sheltered.



<sup>1</sup> Age at first program entry during the 2013-2014 shelter season.

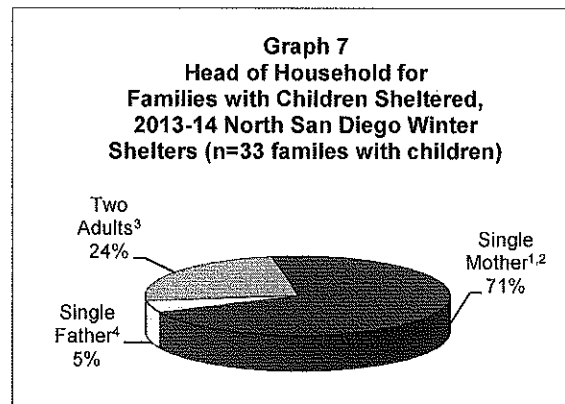
\* Percentages do not add up to 100% due to rounding; Categories over aged 50 add to 33% when adding non-rounded values.

Over one-quarter (26%) of all clients entered a shelter as a part of a family group (Graph 6). Most (71%) of the families with children were headed by a single adult female, while only 5% were headed by a single adult male (Graph 7).



<sup>1</sup> 'Family' includes persons in multi-adult households and persons in households with children.

<sup>2</sup> The 'No' category includes persons entering as individuals, and includes one person whose first entry during the season was as a single adult, but subsequently entered with a child.



<sup>1</sup> One adult female per household with child(ren).

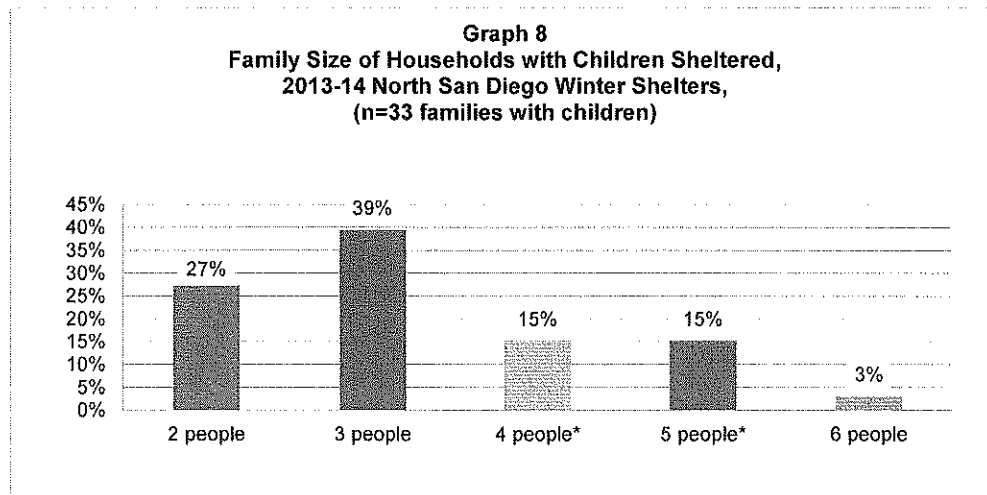
<sup>2</sup> One core household was two different types during the season – initially a Single Mother with children, with a subsequent entry with Two Adults. Household is counted as a Single Mother in the chart.

<sup>3</sup> One adult female and one adult male per household with child(ren).

<sup>4</sup> One adult male per household with child(ren).



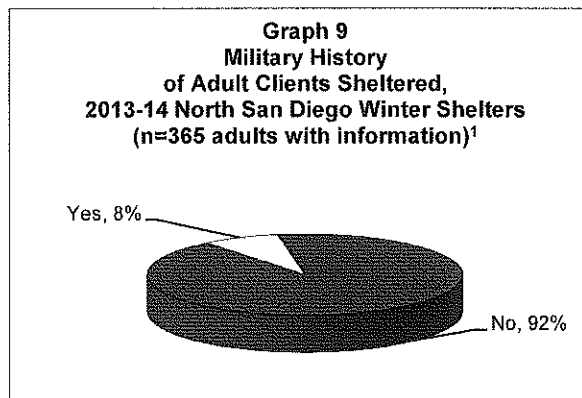
Over one-quarter (27%) of the families with children were comprised of two people – an adult and a child – while 18% were made up of five or six individuals (Graph 8).



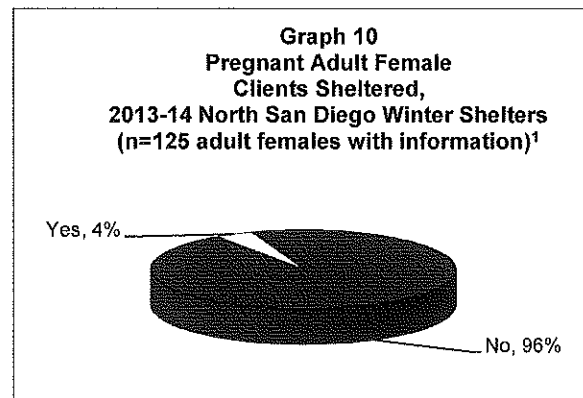
\* One core household was initially a four person household, with a subsequent entry including five members. First entry was selected here, and is included in the four person category.

## 2. Information Collected from Adult Clients

Some demographic information was collected only for adult clients aged 18 and older. Of adult clients with veteran status information recorded, 8% indicated prior military service (Graph 9). This is down from 10% in the previous 2012-13 season (Alliance for Regional Solutions, June 2013). While the reason for the reduction cannot be derived from existing ARS data, it could be hypothesized that the recent emphasis on housing homeless veterans is in fact showing some success.



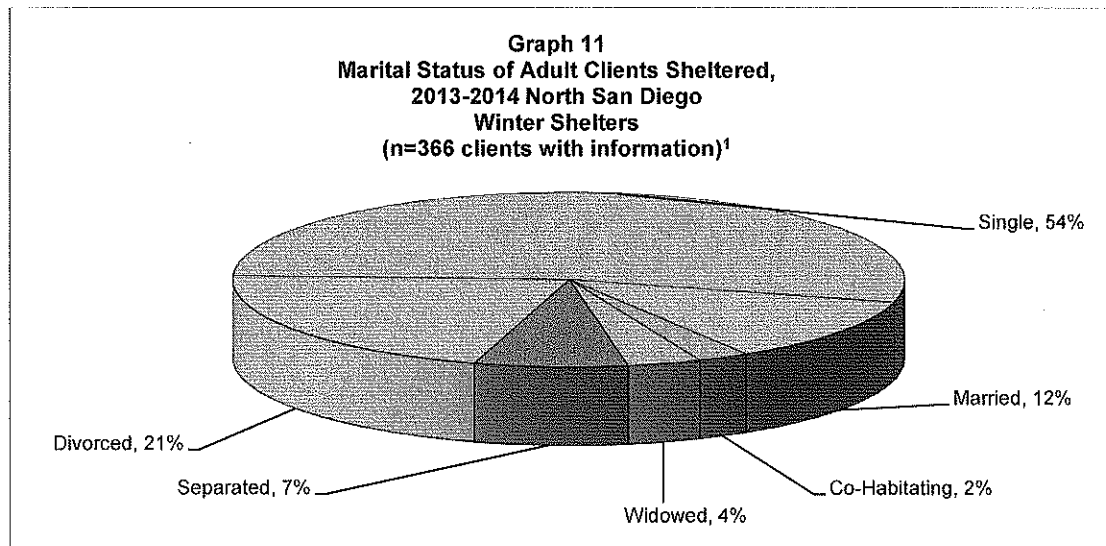
<sup>1</sup> Percent of the total number with information; responses of "Don't Know," "Refused" or missing/not recorded were not included in the total.



<sup>1</sup> Percent of the total number with information; responses of "Don't Know," "Refused" or missing/not recorded were not included in the total.

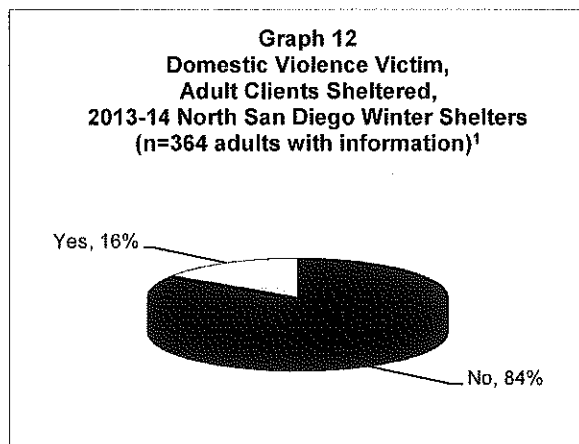
Of the 125 adult female clients for whom pregnancy status was recorded, 4% were identified as pregnant (Graph 10).

Over one-half (54%) of adult clients served by the North County winter shelters were identified as single (unmarried) (Graph 11). Ten-percent (12%) were married, and 2% were co-habiting. Over one-quarter (28%) were either divorced or separated, and 4% were widowed.

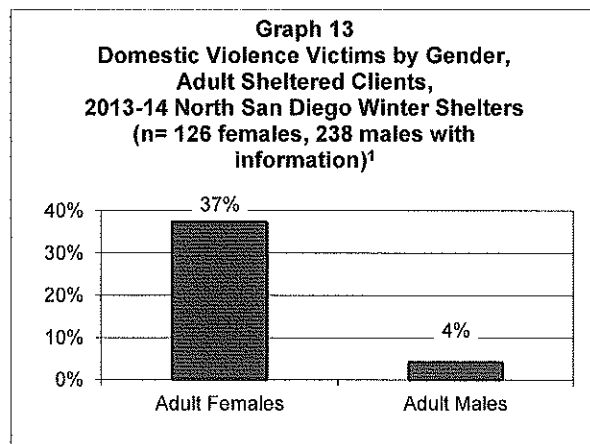


<sup>1</sup> Percent of the total number with information; responses of "Don't Know," "Refused" or missing/not recorded were not included in the total.

Sixteen percent (16%) of the adults who responded reported being a victim of domestic violence (Graph 12). When examined by gender, more than one-third (37%) of the female adults and 4% of the male adults reported being victims of domestic violence (Graph 13).



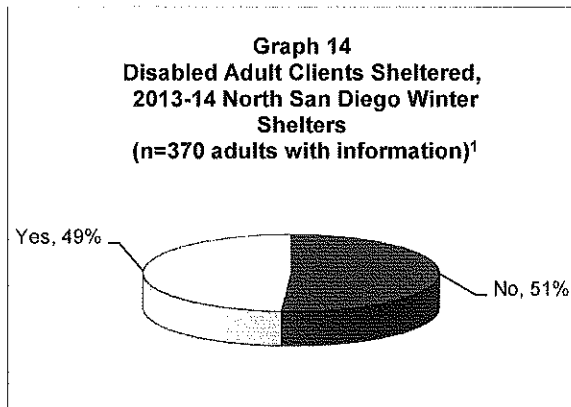
<sup>1</sup> Percent of the total number with information; responses of "Don't Know," "Refused" or missing/not recorded were not included in the total.



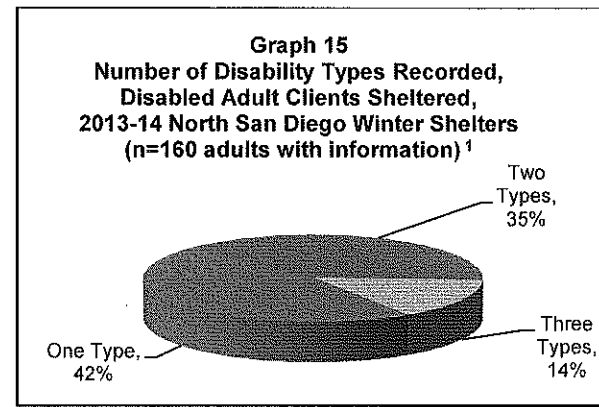
<sup>1</sup> Percent of the total number with information; responses of "Don't Know," "Refused" or missing/not recorded were not included in the total.

About five out of every ten adult clients (49%) reported having a disabling condition (Graph 14). Mental Health Problem was most frequent (52% of those reporting), followed by Physical/medical disability (49%), alcohol abuse (30%), drug abuse (24%), and a chronic health condition (10%) (Graph 16). Some reported a developmental disability (8%), 'other' (3%), or HIV/AIDS (1%).

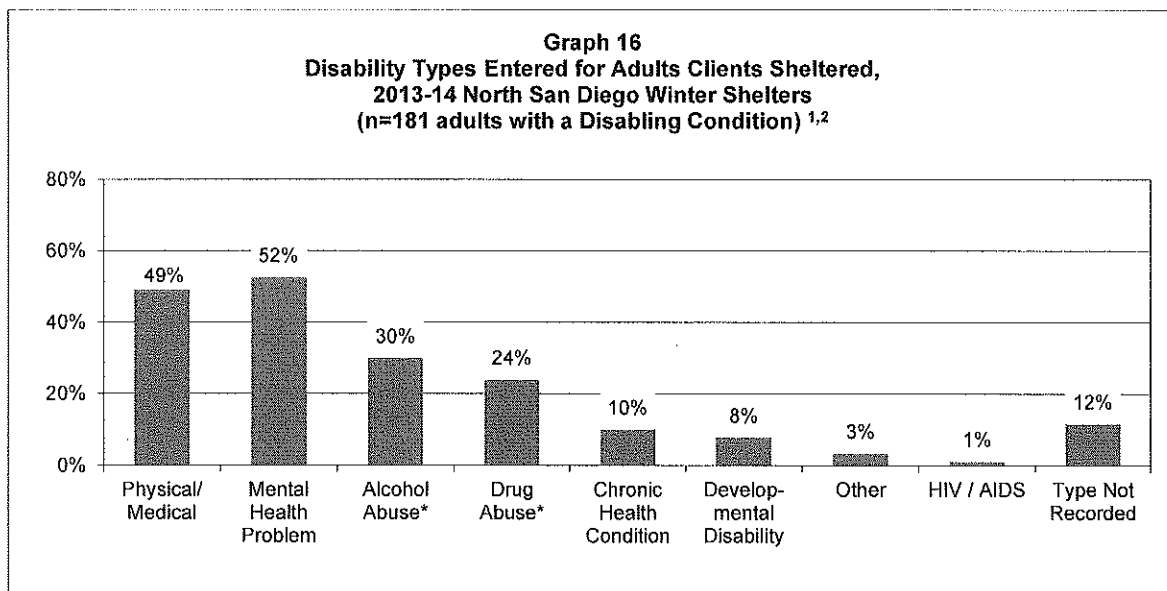
Of clients with a disability type recorded, the majority (42%) reported only one type of disability while 35% reported two types, and 14% reported three disability types (Graph 15).



<sup>1</sup> Percent of the total number with information; responses of "Don't Know," or "Refused" were not included in the total.



<sup>1</sup> Total unduplicated persons for whom it was recorded that 'YES' they had a disabling condition and a disability type was recorded.



<sup>1</sup> Percent responding to each disability type among those for whom it was recorded that 'YES' they had a disabling condition.

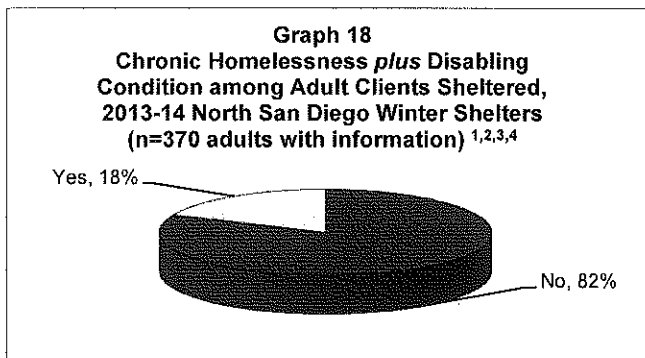
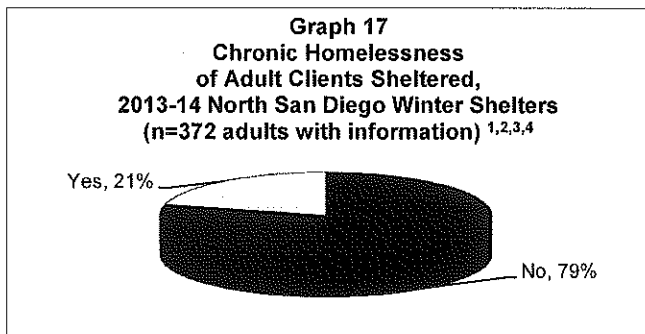
<sup>2</sup> Percentages sum to greater than the number disabled and greater than 100% because clients may report more than one disability type.

\* 8% reported both alcohol and drug abuse

About one in five (21%) adult clients were identified as “chronically homeless” by shelter staff (Graph 17). Generally speaking, chronic homelessness is characterized by extended or frequent homelessness (living on the streets or in emergency shelters) plus the presence of a long-term disabling condition (Graph 17, footnote 1).

This season, just about one-fifth (18%) of those client records flagged as “chronically homeless” were also flagged with the presence of a disabling condition. However, as recorded by project staff, a number of chronically homeless individuals do not appear to meet the HUD definition due to a greater number of chronically homeless versus the number with a disabling condition. In brief, while 21% of adults were identified as chronically homeless, only 18% of adults met both the duration of homelessness required by HUD and had a disabling condition recorded in HMIS (Graph 18).

Nonetheless, information from other sources state that the chronically homeless spend a long period of time - often years - either living in shelters or on the streets or cycling between hospitals, emergency rooms, jails, prisons, and mental health and substance abuse treatment facilities. The chronically homeless have also been shown to be very expensive in terms of the public systems of care, although they may only represent a small percentage of the entire homeless population (National Alliance to End Homelessness, March 2007).



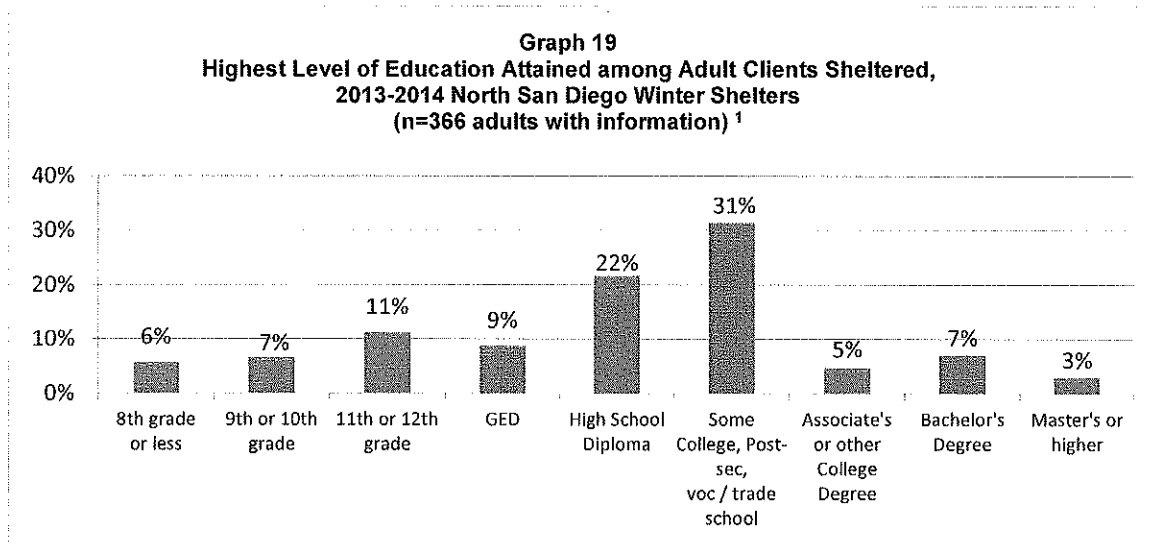
<sup>1</sup> As recorded by project staff, the number and percentage of chronically homeless individuals do not appear to meet the HUD definition due to a greater number of chronically homeless versus the number with a disabling condition.

<sup>2</sup> HUD definition: (1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, or has had at least four episodes of homelessness in the past three years, OR (2) a person in a family with children with at least one adult member meeting the previous disability & homelessness criteria outlined in (1). A disability is further defined as “a diagnosable substance abuse disorder, a serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions” and it must “limit an individual’s ability to work or perform one or more activities of daily living.” (US Department of Housing and Urban Development, September 2007; updated to include families, January 2011).

<sup>3</sup> Percent of the total number with information; responses of “Don’t Know,” “Refused,” or missing/not recorded were not included in the total.

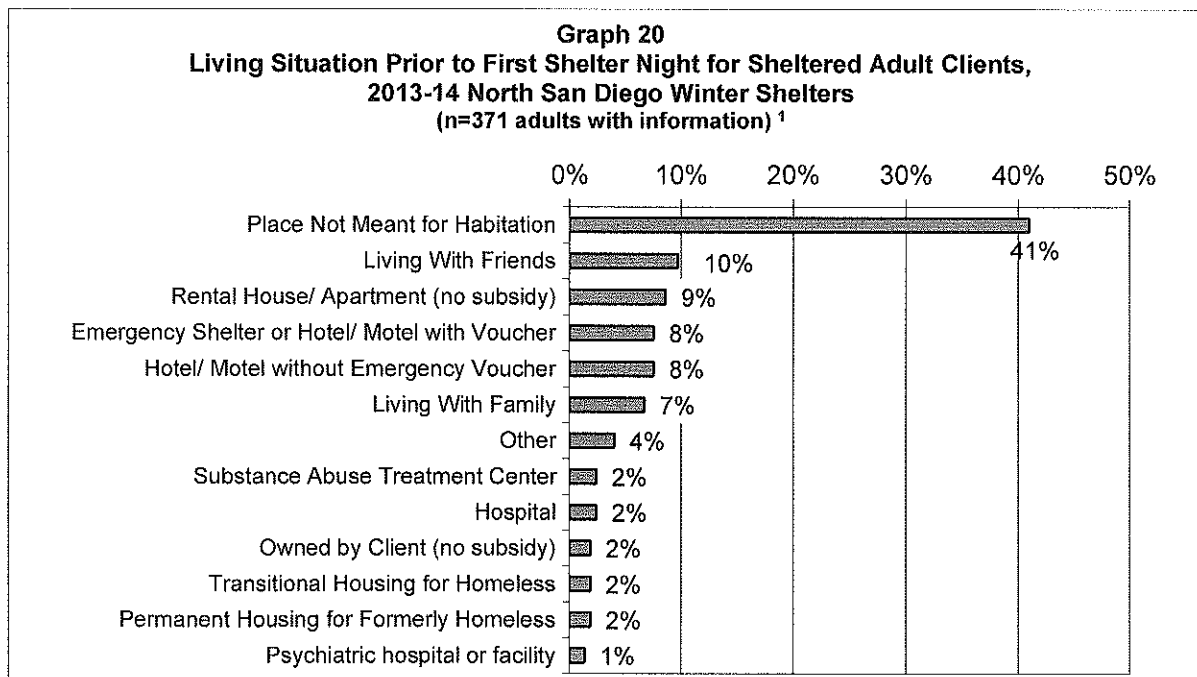
<sup>4</sup> In this analysis, all adults were included without consideration for family status.

Information about education levels were collected for all clients, however for this report only information about adults is described (Graph 19). Data collected by project staff show that the majority (77%) of adult clients have graduated from high school, attained a GED, or have college experience, and 10% have completed some sort of college degree (Graph 21). Only 6% have less than 9<sup>th</sup> grade education.



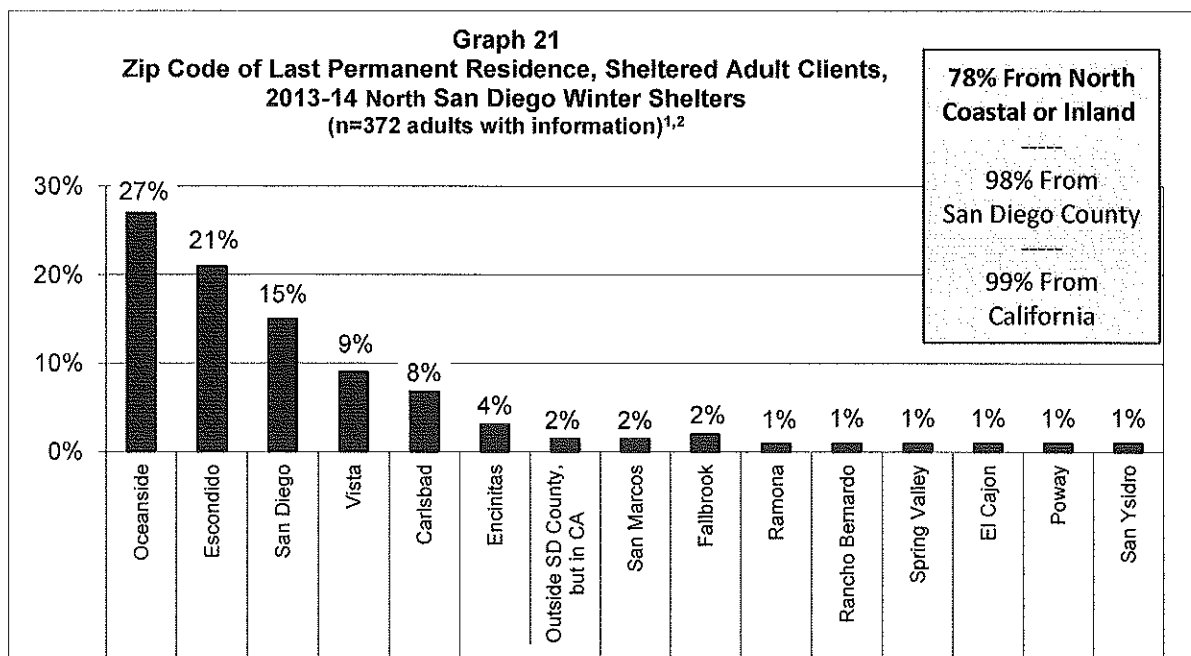
<sup>1</sup> Percent of the total number with information; responses of "Don't Know," "Refused," or missing/not recorded were not included in the total.

Information describing their living situation the night before entry into a shelter program was recorded for most adult clients (Graph 20). The most commonly reported living situation was a 'place not meant for human habitation' (41%) and represents locations such as on the street, in a car, in an abandoned building, in a field, under a highway overpass, or any other similar place. The next most commonly reported prior living situations were 'living with friends' (10%), living in a 'rental house' (9%), and emergency shelter (8%).



<sup>1</sup> Percent of the total number with information; responses of "Don't Know," or "Refused" were not included in the total.

More than three-quarters (78%) of adult clients providing information about their zip code of last permanent residence (90 days or longer) reported living within Northern San Diego County, primarily in Oceanside (27%), Escondido (21%), and Vista (9%) (Graph 21). The large majority of all adult clients reported their location of last permanent residence as being within the state of California (99%).

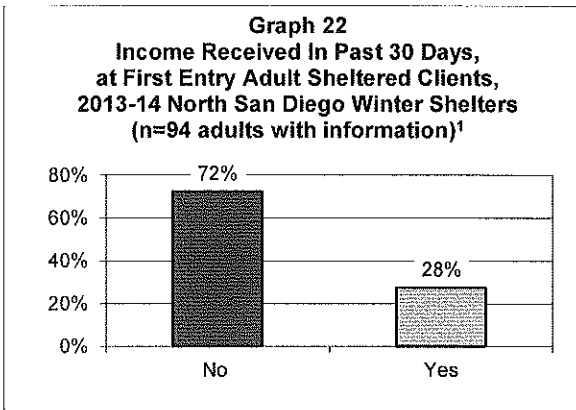


<sup>1</sup> Percent of the total number with information; responses of "Don't Know," "Refused" or invalid zip codes were not included in the total.

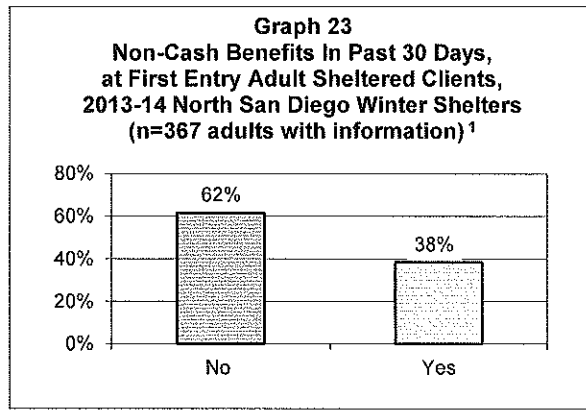
<sup>2</sup> Not graphed (4% of the total): Alpine, Bonsall, Cardiff, Chula Vista, Dulzura, Imperial Beach, La Mesa, Lakeside, National City, Pauma Valley, Valley Center, Warner Springs, and outside the state of California. See Table 18 in the Appendix for the full breakdown.

## C. Income, Non-Cash Benefits, and Employment Situation

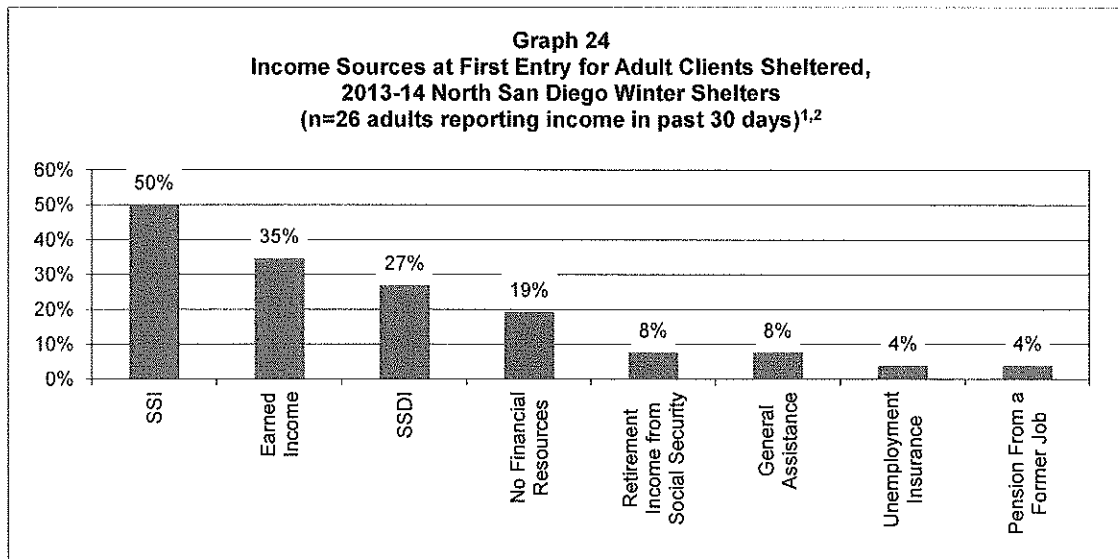
Information regarding whether or not income and/or non-cash benefits had been received within the 30 days prior to program entry was recorded for only a small proportion of adults served (25%). Of those with a response, 28% of adult clients responded 'Yes' to the question of "Income from any source in the past 30 days?" and 72% responded 'No' (Graph 22). In response to the question "Non-cash benefits received in the past 30 days?" 38% responded 'Yes' while 62% responded 'No' (Graph 23). Clients responding that they had received income most commonly noted SSI, earned income, SSDI, Social Security retirement income, and general assistance as the sources (Graph 24). Concerning non-cash benefits, 89% of those who responded 'Yes' indicated receiving food stamps, and only 11% reported another source. (Note that winter shelter income data has historically been unreliable due to limitations of the data source, and a large number with no income information.



<sup>1</sup> Percent of the total for whom information is known; missing/not recorded information not included in total.



<sup>1</sup> Percent of the total for whom information is known; missing/not recorded information not included in total.



<sup>1</sup> Percent out of the unduplicated total number with 'Income From Any Source Within 30 Days?' response = "Yes"

<sup>2</sup> Unduplicated total; percentages sum to more 100% as clients could report more than one type of income.

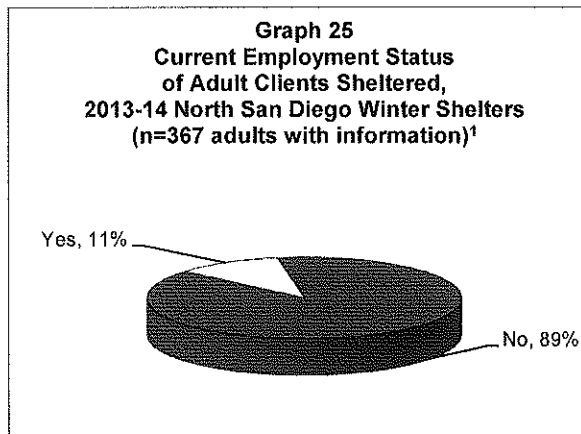
This year, the amount of income received from various income sources was recorded by staff. Among the 26 adults reporting income within the past 30 days, income amounts ranged from a minimum of \$600 to a maximum of \$3,117 from all sources (Table 2). The median value was \$900 and the average across clients receiving income was \$1,235. It should be noted that income amounts in HMIS can be misleading due to a lack of consistency in recording start and end dates, however an attempt was made to exclude very old, obviously out-dated records, such as unemployment benefits beginning prior to the fall of 2011, and counted only the most recent entry for multiple records of a single income source type.

**Table 2. Income Amount of Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=26 adults with income amounts reported)**

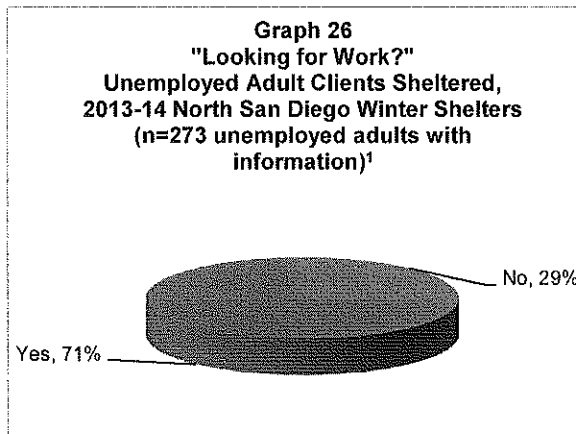
Summary of Income Amounts Reported <sup>1</sup>			
Minimum	Maximum	Median	Average
\$600	\$3,117	\$900	\$1,235

<sup>1</sup> Income amounts from all sources totaled for each client. If multiple entries per source exists, only the amount from the most recent income start date is included; excludes unemployment benefits with a start date prior to October 2011.

Only eleven percent (11%) adult clients reported current employment during the season (Graph 25). Of those, 57% reported having permanent work, while 43% were temporary or seasonal workers (data not graphed). Of the unemployed clients, nearly seven out of ten (71%) reported that they were looking for work (Graph 26).



<sup>1</sup> Percent of the total for whom information is known; missing/not recorded information not included in total.

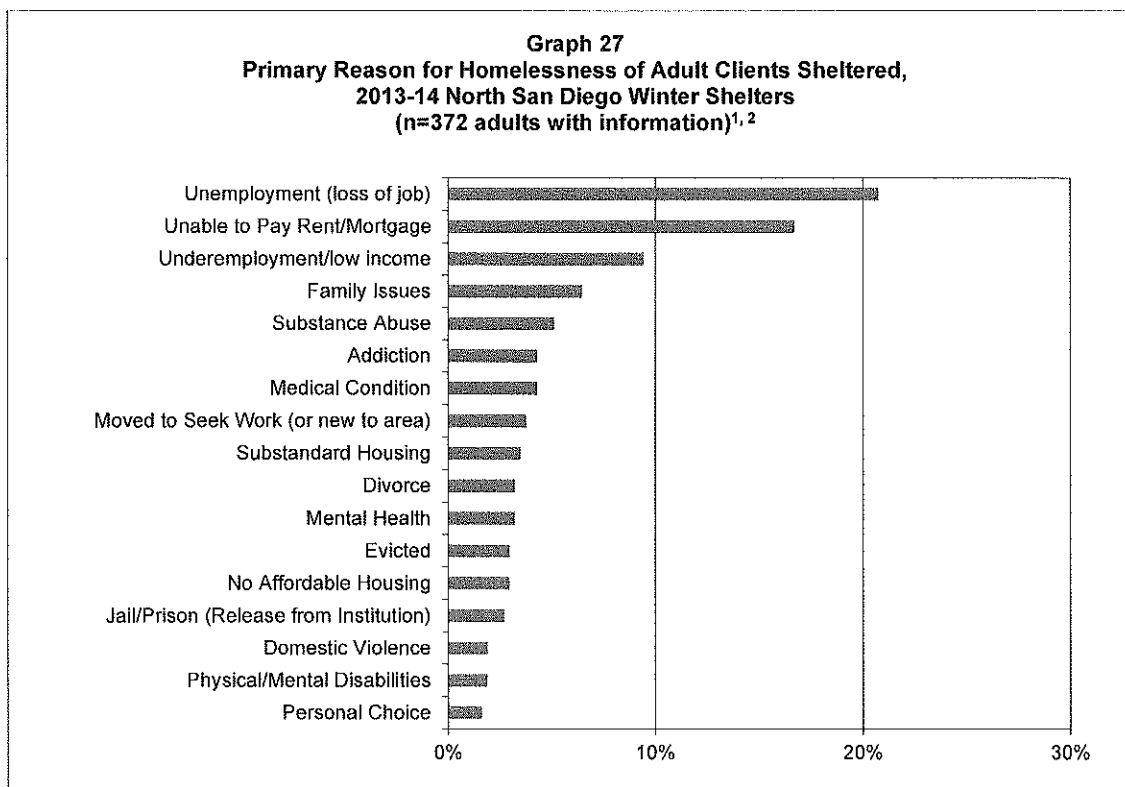


<sup>1</sup> Percent of the total for whom information is known; missing/not recorded information not included in total.

## D. Primary Reason for Homelessness

Among the adult clients served in the North County Winter Shelters during the 2013-2014 season, the most often cited primary reason for homelessness was unemployment at 21% (Graph 27). This rate of 21% is a decrease over the prior season's rate of unemployment reported at 30% for adults served in the North County Winter Shelters during 2012-13 (Alliance for Regional Solutions, June 2013). The third most commonly reported reason was underemployment/low income at 10%, possibly indicating that more people are being employed, but at a non-living wage. The remaining other reasons reported in 2013-14 were varied with the inability to pay rent or mortgage (17%) and Family Issues (6%).



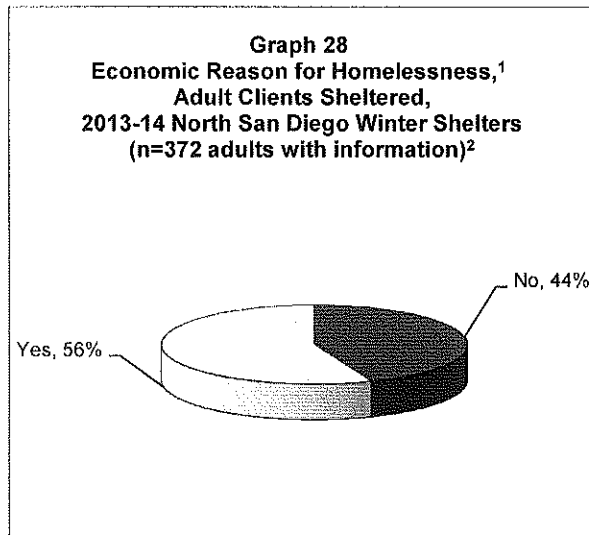


<sup>1</sup> Percent of the total for whom information is known; responses of “Unknown” or missing/not recorded were not included in the total.

<sup>2</sup> Not graphed: Family/Personal Illness (1%), Mortgage Foreclosure (1%), Other (1%), Loss of Public Assistance (<1%), and Natural Disaster (<1%).

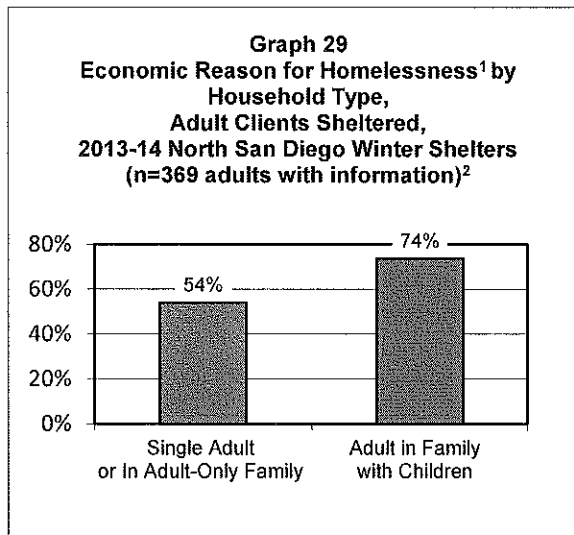
In order to better understand the population being served by North County winter shelters, several responses were collapsed into a proxy describing an ‘economic reason’ for homelessness. These responses included: *unemployment (loss of job)*, *underemployment/low income*, *unable to pay rent/mortgage*, *no affordable housing*, *mortgage foreclosure*, *evicted*, or *loss of Public Assistance*. Over one-half (56%) of the adults who reported a known primary reason for homelessness cited an economic reason (Graph 28). This is a slight decrease from the prior season in which 58% cited an economic reason for homelessness (Alliance for Regional Solutions, June 2013).

When comparing adults sheltered without children, to adults sheltered as part of a family with children, those with children cited an economic reason for homelessness somewhat more frequently than the adults without children (74% versus 54% respectively) (Graph 29).



<sup>1</sup> See page 14 for 'Economic Reason' response criteria.

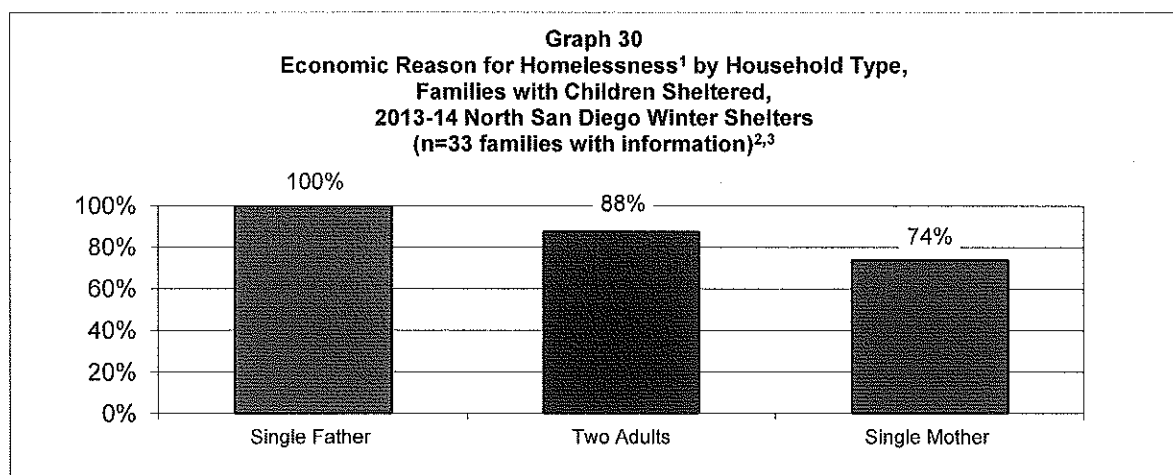
<sup>2</sup> Total and percent of the total number with information; responses of "Unknown" or missing/not recorded were not included in the total.



<sup>1</sup> See page 14 for 'Economic Reason' response criteria.

<sup>2</sup> Total and percent of adults with information by entry 'with at least one child' versus without accompanying child(ren); children are ≤ 17 years of age; missing/not recorded information and responses of "Unknown" reason for homelessness were excluded from the total.

Of the 43 families with children sheltered, 33 households reported information describing their primary reason for homelessness. Of these, the proportion citing an economic reason for homelessness varied by family-type (from 74% among the 17 single-mother households to 88% of two-parent households, and 100% of the two single-father households); however the difference was not statistically significant (Graph 30).



<sup>1</sup> See page 14 for 'Economic Reason' response criteria.

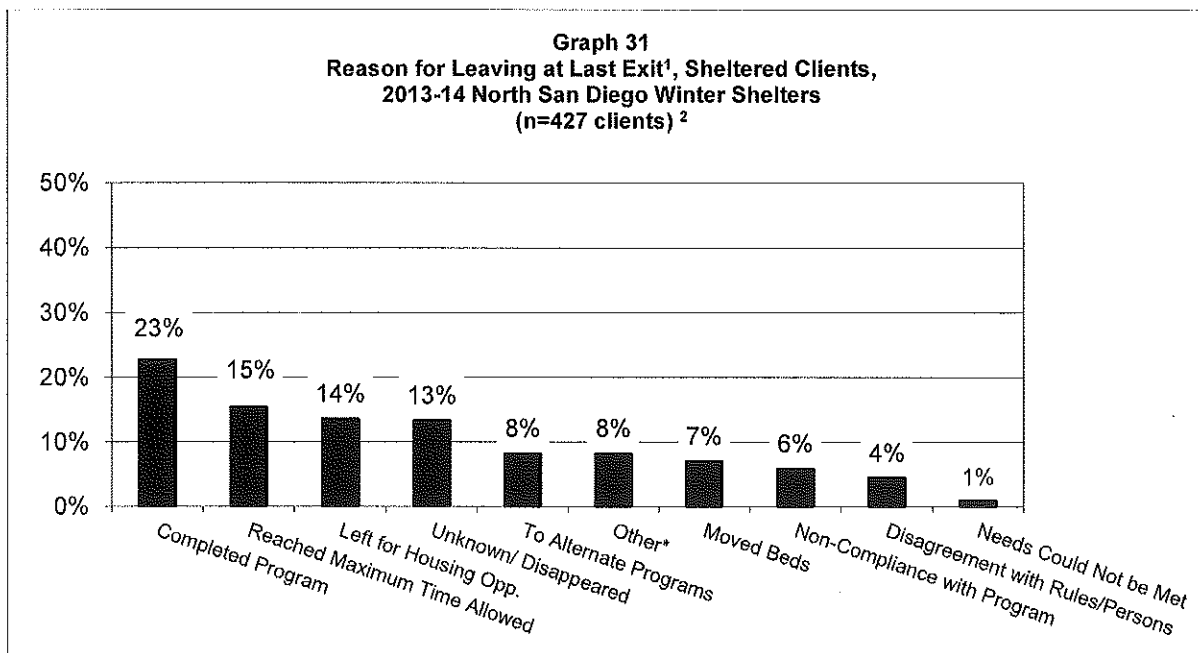
<sup>2</sup> Total and percent of households with children in each family type with information; missing/not recorded information and responses of "Unknown" reason for homelessness were excluded from the total.

<sup>3</sup> One household with children was headed by a Single Mother early in the season and later re-entered headed by Two Adults. The first entry was selected for this analysis, resulting in this household being represented in the n=25 'Single Mother' category here.

It should be noted that persons are often homeless for a variety of reasons and may or may not state the most underlying or meaningful reason for their homelessness. For instance, a person suffering from a major mental illness may indicate ‘unemployment’ as the reason for their homelessness when the real issue may be an inability to get treatment for their mental health or an inability to maintain regular employment due to their mental illness.

## E. Reason for Leaving the Shelter and Destination

Upon preparing to leave the winter shelter, reasons for ending the shelter stay were noted by case managers (Graph 31). The most frequently reported response was that clients completed the program (23%), and the next most common reason for leaving the shelter was that clients reached the maximum time allowed in the program (15%). For 13% of clients, their reason for leaving was ‘unknown/disappeared’ as clients simply did not reappear for services. A combined ten percent (10%) were either non-compliant with program rules or disagreed with rules or persons.



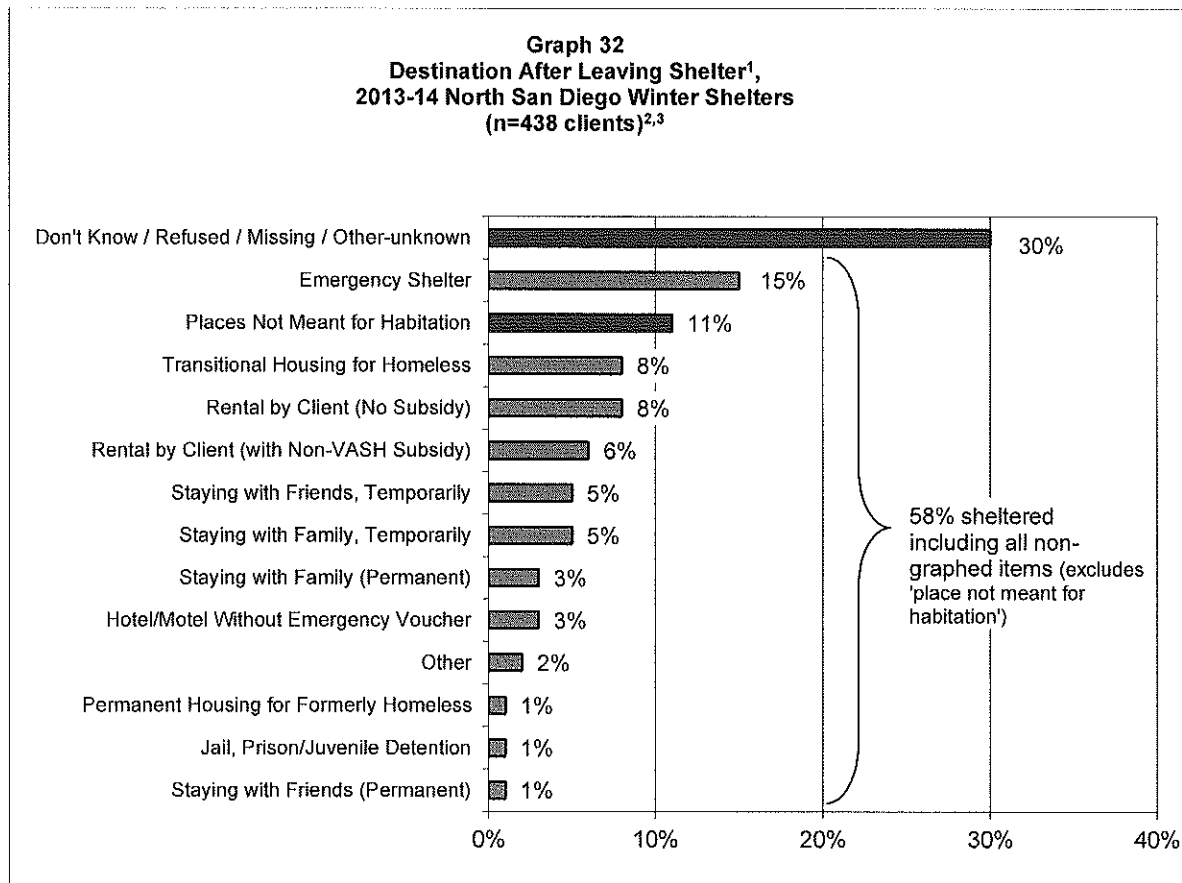
<sup>1</sup> Reason for leaving at last exit from North County Winter Shelters.

<sup>2</sup> Not graphed: Criminal Activity/Violence (<1%).

\* Other reason descriptions could be categorized as follows: (1) Employed, (1) Legal, (2) Medical, (2) No Room in Shelter, (7) Non Compliance, (1) Working Late, and (21) were missing values.

It should be noted that staff were instructed to select ‘Completed Program’ when the client met the self-sufficiency benchmarks of having earned income, and safe, stable housing. Therefore, ‘Left for Housing Opportunity’ before completing the program would be selected for clients transferring to another housing program (e.g., Transitional Housing), or other housing situation, without meeting the program’s self-sufficiency definition.

As reported, just under one-third (30%) of the clients did not know where they were going to go after leaving the winter shelter, or they knew but did not report this information to the case managers (Graph 32). The rest of the clients had some type of destination, most often an emergency shelter (15%), a transitional housing program (8%), or renting a room, house or apartment without subsidy (8%). Five percent (5%) were going to stay with friend on a temporary basis, and another five percent (5%) were planning to stay with family, temporarily. Eleven percent reported that they were leaving for a 'place not meant for human habitation.' In total 58% specified a place where they would go that did not include 'a place not meant for human habitation' and specifically, a combined 29% reported going into rental housing, staying with family or friends (temporarily or permanently), or moving to permanent housing for formerly homeless persons.

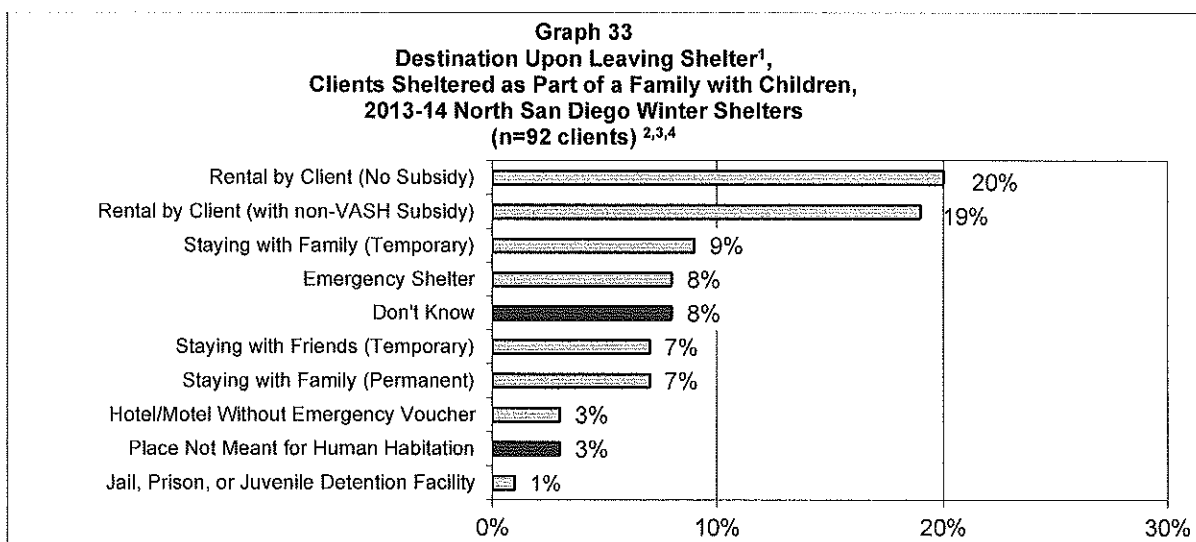


<sup>1</sup> Destination upon last exit from North County Winter Shelters.

<sup>2</sup> Percent of the total number of clients; Includes 107 "Don't Know," 21 "Missing," and 2 "Refused"

<sup>3</sup> Not graphed: Safe Haven (1%), Substance Abuse/Treatment Center (1%), Mental Health Facility (<1%), Rental by Client (VASH) (<1%), and Hospital (non-psychiatric) (<1%).

A closer look at the destination of clients in *families with children* showed about two-thirds of persons (62%) reported going into rental housing, staying with family or friends, or going to permanent supportive housing (Graph 33). A fairly large proportion (39%) were rented by the client with or without a subsidy. Although the exact influence is not known, it is hoped that the shelter staff helped link most clients to a safe place to stay.

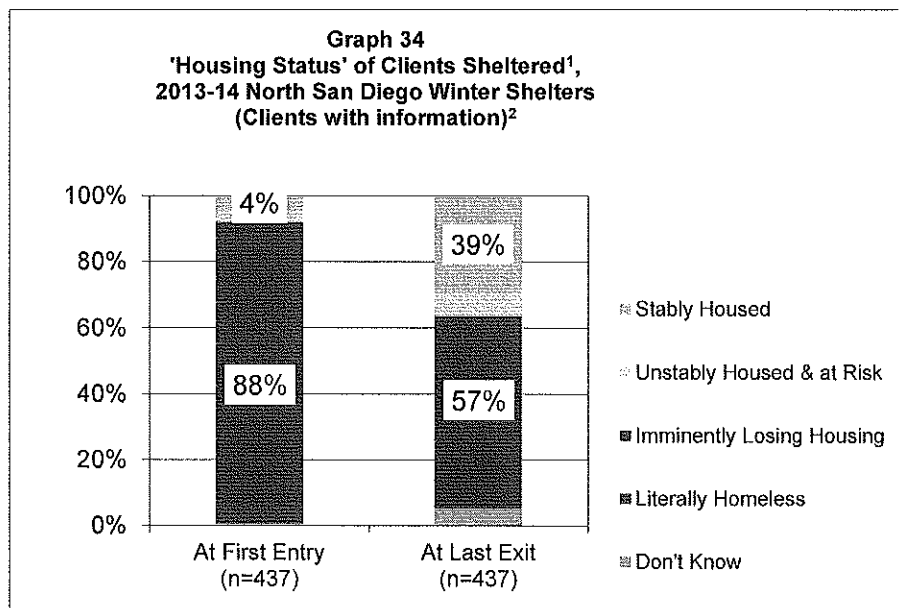


<sup>1</sup> Destination upon last exit from North County Winter Shelters.

<sup>2</sup> Percent of the total number of clients; Includes 9 "Don't Know."

<sup>3</sup> Percentages sum to other than 100% due to rounding.

According to data recorded by program staff in HMIS, the housing status of many clients appears to have improved following their stay in the North County Winter Shelters with 39% considered Stably Housed upon their last exit (Graph 34). Most clients (88%) were literally homeless at their first entry with only 57% literally homeless upon their last exit from the shelter programs. Nonetheless, it is apparent that winter shelters alone are not adequate to end homelessness for many individuals.



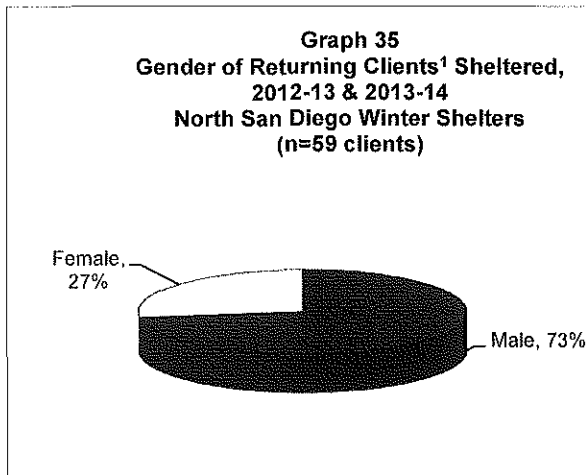
<sup>1</sup> 'Housing Status' as recorded by project staff.

<sup>2</sup> Percent of the total number of clients with information; Includes "Don't Know" responses, but excludes 1 not recorded at first entry, and 1 not recorded at last exit

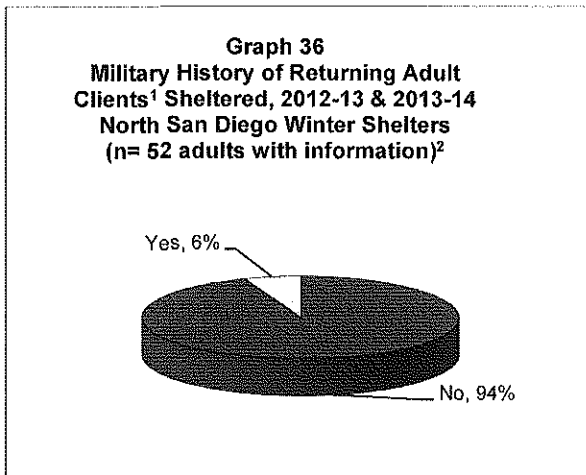
## F. 2012-13 Returning Clients

To get a more complete view of those being served by North San Diego Winter Shelters, the list of clients receiving shelter service during the 2013-2014 season was compared to that from the previous 2012-2013 season. In all, 13% (59) of this season's 438 clients were also served during the prior 2012-2013 season, 52 adults and 7 children (not graphed).

Nearly three-quarters (73%) of returning clients were male (Graph 35), nearly one-third of them were aged 51-60 years (31%), and 42% were over age 50 (Graph 37). Among the adults, 6% were identified as military veterans (Graph 36).

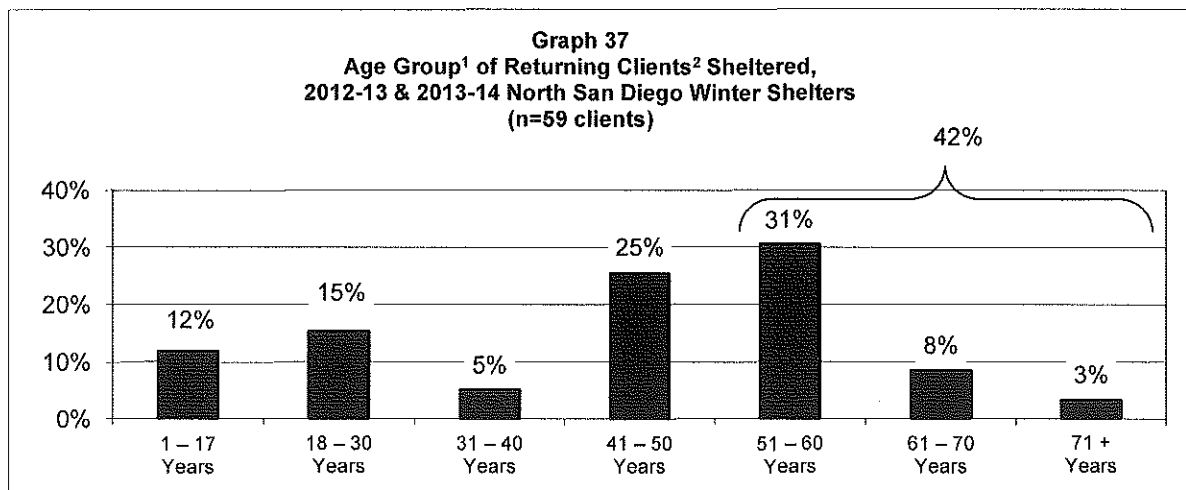


<sup>1</sup> Clients with shelter stay(s) during the 2012-13 season returning for shelter stay(s) during the 2013-14 season.



<sup>1</sup> Clients with shelter stay(s) during the 2012-13 season returning for shelter stay(s) during the 2013-14 season.

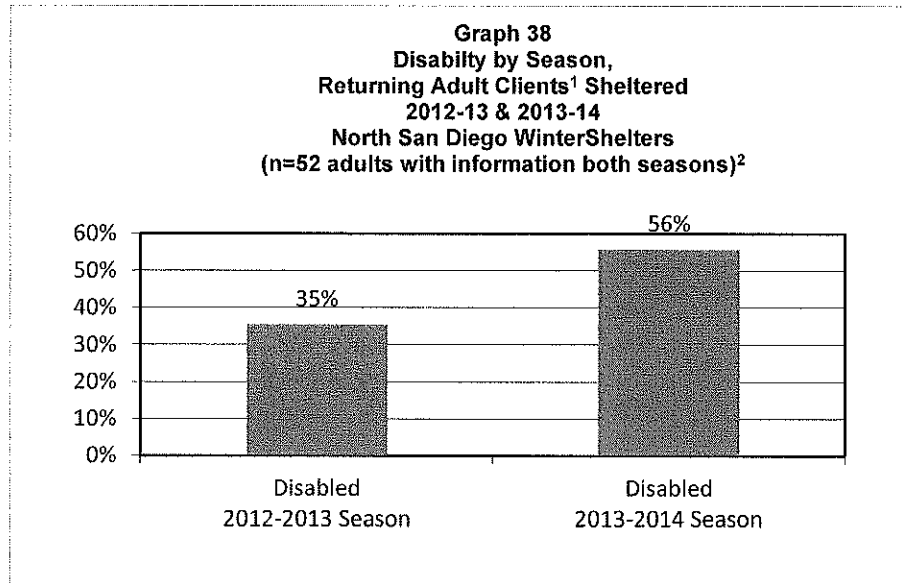
<sup>2</sup> Percent of the total number with information; responses of "Don't Know," or "Refused" were not included in the total.



<sup>1</sup> Age at first program entry during the 2013-14 shelter season.

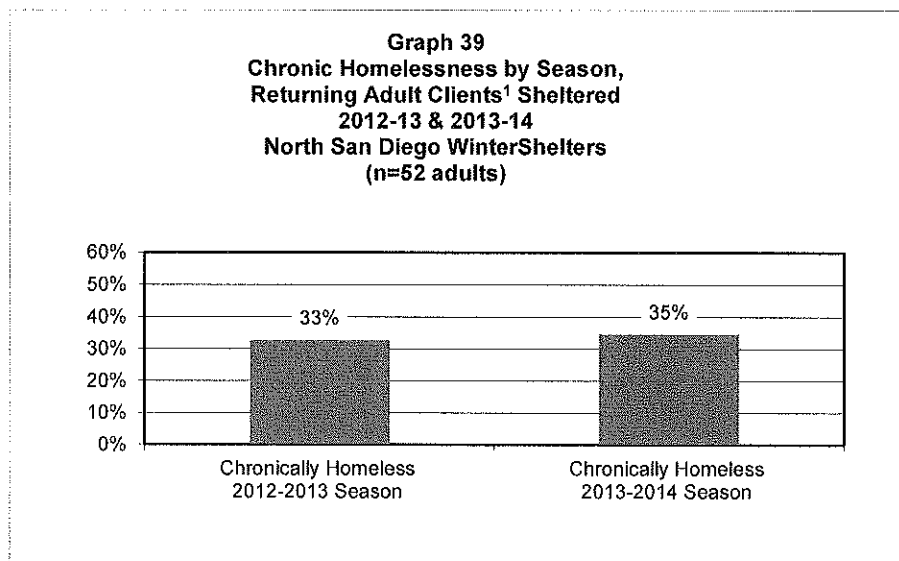
<sup>2</sup> Clients with shelter stay(s) during the 2012-13 season returning for shelter stay(s) during the 2013-14 shelter season.

A disabling condition was recorded for more of the returning clients in the most recent 2013-14 season compared to the 2012-13 season (56% versus 35% respectively) (Graph 38). Additionally, a greater proportion of these clients were identified by program staff as being chronically homeless in the 2013-14 season compared to the 2012-13 season (35% versus 33% respectively) (Graph 39).



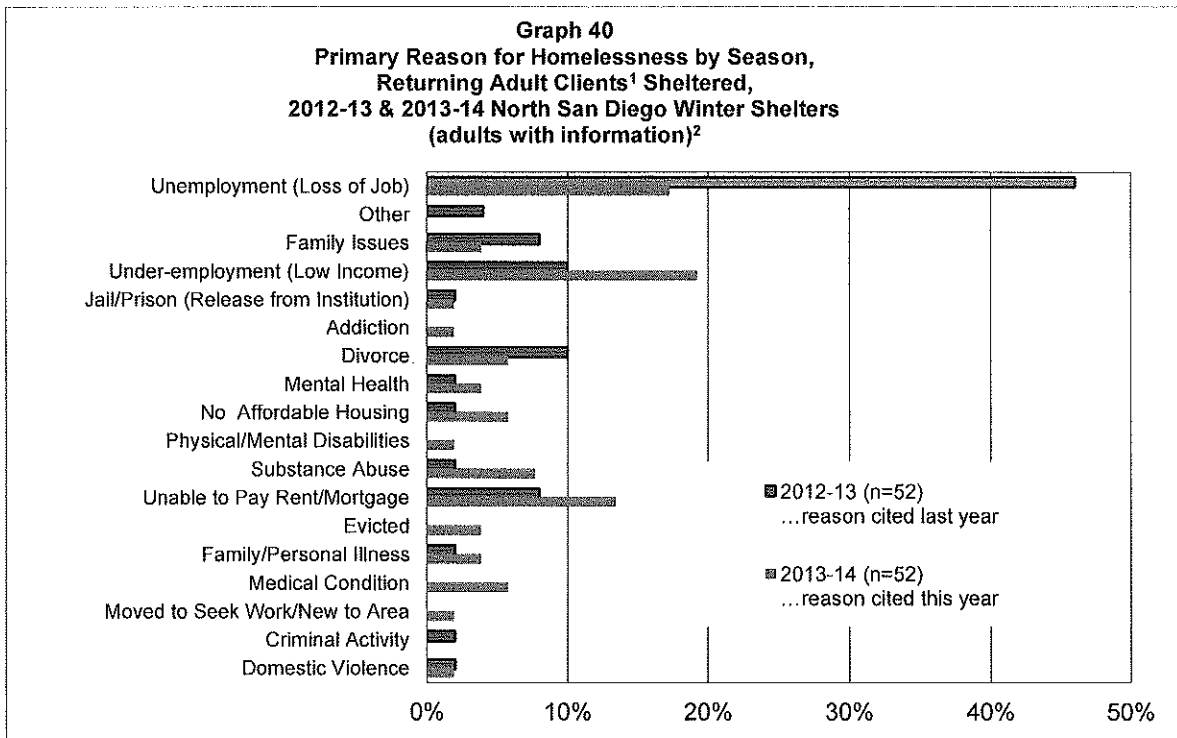
<sup>1</sup> Adult clients with shelter stay(s) during the 2012-13 season returning for shelter stay(s) during the 2013-14 season.

<sup>2</sup> Percent of the total number with information in both seasons; responses of "Don't Know," or "Refused" were not included in the total.



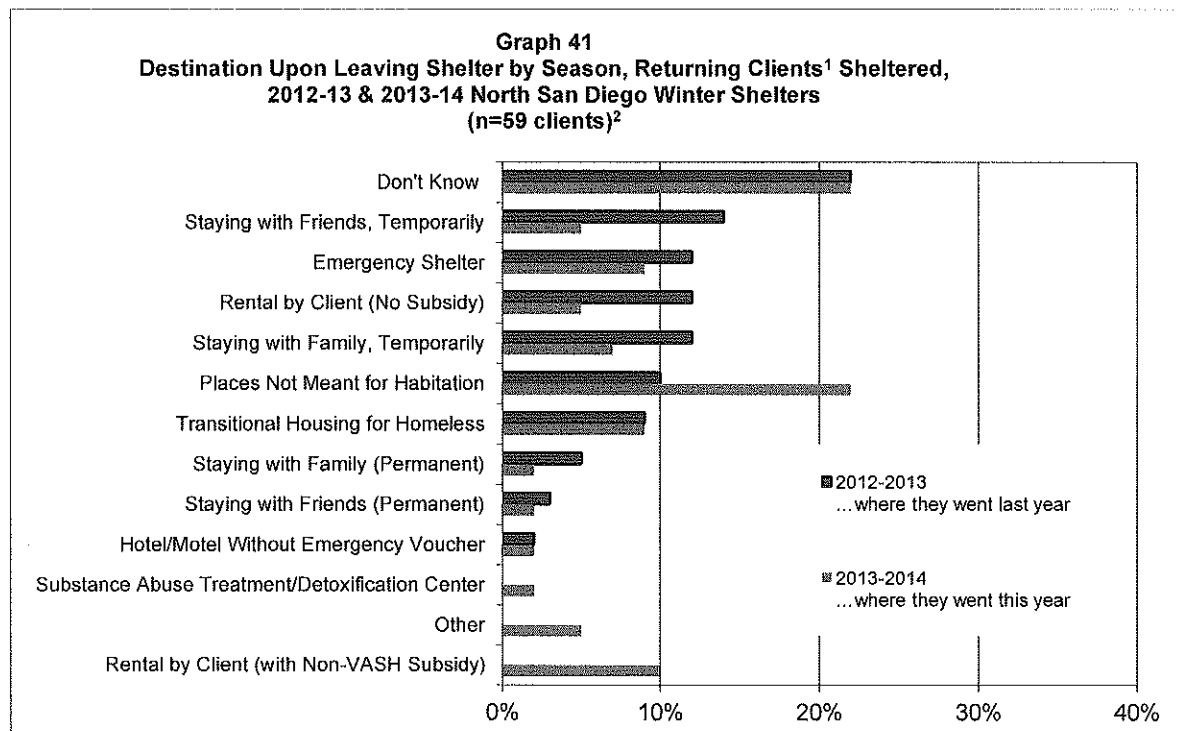
<sup>1</sup> Adult clients with shelter stay(s) during the 2012-13 season returning for shelter stay(s) during the 2013-14 season.

A review of the primary reason for homelessness among returning clients showed frequent variation between reasons cited upon entry in 2012-13 compared to entry in 2013-14, but no strong trends were identified (Graph 40). The same was true for destination at last exit (Graph 41).



<sup>1</sup> Adult clients with shelter stay(s) during the 2012-13 season returning for shelter stay(s) during the 2013-14 season.

<sup>2</sup> Percent of the total number with information; responses of "Unknown" were not included in the season totals.



<sup>1</sup> Adult clients with shelter stay(s) during the 2012-13 season returning for shelter stay(s) during the 2013-14 season.

<sup>2</sup> Destination upon last exit from North County Winter Shelters.



## Summary

The North San Diego ARS Winter Shelters provided shelter service to 438 unique individuals during the 2013-14 winter shelter season, most of whom also reported that their most recent permanent residence was in the North San Diego County area. Most often, shelter recipients were male, Non-Hispanic, Caucasian, and not part of a family. The most commonly sheltered age groups were 41-50 and 51-60 years. Many reported disabilities such as physical disability, mental illness, alcohol abuse, and drug abuse among others. In addition, more than one-third of the women reported being a domestic violence victim. Both disabilities and domestic violence have been linked to homelessness (Burt, December 1999 and U.S. Department of Housing and Urban Development, February 2007). Unemployment and underemployment continues to rank highly as adult clients' primary reason for homelessness.

Most of the sheltered clients reported leaving the program for housing or another opportunity that included housing (such as emergency shelter or transitional housing), even if temporary in nature. Given that these winter shelters are emergency in nature with limited periods of operation, and often serve clients for very short times, these results show that more than half of the clients exit with a plan and have accomplished some goals that may help prevent homelessness in the future.

The large majority of clients (87%) served in the 2013-2014 season had not been served at a North San Diego ARS Winter Shelter the prior year, suggesting that the winter shelters and associated services meet an important need – assisting the newly homeless, not just the long term, repeat homeless client. Similarly, this finding also implies that the persons who needed these shelters in the previous year were either not in the area, or did not need the service in the current year. Among the 13% of clients served in the 2013-14 season that has been sheltered the previous year in the North San Diego ARS Winter shelter system, most were male adults, not part of a family, and just under one-half were over the age of 50 years. Returning clients were more likely to have been identified as chronically homeless persons in the second season compared to the prior year. Further research such as tracking clients after exit would be necessary to correctly analyze potential trends over time.

## References

Burt, M.R., et. al. "Homelessness: Programs and the People they Serve: Findings of the National Survey of Homeless Assistance Providers and Clients" (December 1999),

<http://www.urban.org/publications/310291.html> accessed 4/30/09, pg. 30-31.

National Alliance to End Homelessness, "Chronic Homelessness Brief" (March 2007),

<http://www.endhomelessness.org/content/article/detail/1060> accessed 5-2-09.

US Department of Housing and Urban Development, "HUD's Homeless Assistance Programs, Defining Chronic Homelessness: A technical Guide for HUD Programs" (September 2007),

<http://www.hudhre.info/documents/DefiningChronicHomeless.pdf> accessed 5-17-12, pg 3-4.

Alliance for Regional Solutions, "Services Provided to the Homeless in North County Winter Shelters 2012-2013", (June 2012).

## Appendix A – Data Tables

### A. 2013-14 North San Diego Winter Shelter Clients

Table 1. Demographic Characteristics of Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=438 clients)

Demographic Characteristic	Number	Percent <sup>1</sup>
<b>Gender</b>		
Male	275	63%
Female	163	37%
<b>Primary Race</b>		
White	309	72%
Black/ African American	85	20%
American Indian/Alaskan Native	11	3%
Asian	4	1%
Native Hawaiian/Other Pacific Islander	19	4%
Other	0	0%
Don't Know/Refused <sup>2</sup>	10	--
<b>Ethnicity</b>		
Non-Hispanic/Latino	311	73%
Hispanic/Latino	117	27%
Don't Know/Refused <sup>3</sup>	10	--
<b>Age Group</b>		
< 1 Year	2	0%
1 – 17 Years	64	15%
18 – 30 Years	59	13%
31 – 40 Years	62	14%
41 – 50 Years	107	24%
51 – 60 Years	107	24%
61 – 70 Years	29	7%
71 + Years	8	2%
Not Recorded	0	--
<b>Age - Adult versus Child</b>		
Adult (18+ years)	372	85%
Child (1-17 years)	66	15%
Not Recorded	0	--
<b>Entered with Family</b>		
No	326	74%
Yes	112	26%
<b>Total</b>	<b>438</b>	<b>100%</b>

<sup>1</sup> Percent of the total number with information; responses of "Don't Know," "Refused" or missing/not recorded were not included in the total.

<sup>2</sup> Race responses include 2 Don't Know and 8 Refused.

<sup>3</sup> Ethnicity responses include 7 "Don't Know" 3 Refused.

**Table 2. Characteristics of Families with Children Sheltered, 2013-14 North San Diego Winter Shelters (n=33 families)**

Head of Household	Number	Percent
Single Mother <sup>1</sup>	23	70%
Two Adults <sup>2</sup>	8	24%
Single Father <sup>3</sup>	2	6%
Family Size	Number	Percent
2 people	9	27%
3 people	13	39%
4 people	5	15%
5 people	5	15%
6 people	1	3%
<b>Total</b>	<b>33</b>	<b>--</b>

<sup>1</sup> One adult female per household with child(ren).

<sup>2</sup> One adult female and one adult male per household with child(ren).

<sup>3</sup> One adult male per household with child(ren).

**Table 3. Marital Status of Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=372 adults)**

Family Size	Number	Percent <sup>1</sup>
Married	44	12%
Co-Habiting	9	2%
Widowed	13	4%
Separated	27	7%
Divorced	77	21%
Single	196	54%
Unknown/Not Recorded <sup>2</sup>	6	--
<b>Total</b>	<b>372</b>	<b>--</b>

<sup>1</sup> Percent of the total number with information; responses of "Don't Know," "Refused" or missing/not recorded were not included in the total.

<sup>2</sup> Responses include 2 'Unknown,' and 4 not recorded.

**Table 4. Demographic Characteristics of Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=372 adults)**

Demographic Characteristic	Number	Percent <sup>1</sup>
<b>Chronically Homeless<sup>2</sup> – as recorded in HMIS</b>		
No	294	79%
Yes	78	21%
Not Recorded	0	--
<b>Chronically Homeless<sup>2</sup> – <i>plus</i> Disabling Condition = 'Yes'</b>		
No	302	82%
Yes	68	18%
Don't Know/Refused/Not Recorded	2	--
<b>Military Veteran</b>		
No	336	92%
Yes	29	8%
Don't Know/Refused/Not Recorded <sup>3</sup>	7	--
<b>Domestic Violence Victim</b>		
No	307	84%
Yes	57	16%
Don't Know/Refused/Not Recorded <sup>4</sup>	8	--
<b>If Female, Domestic Violence Victim (n=128 Females)</b>		
No	79	63%
Yes	47	37%
Don't Know/Refused/Not Recorded <sup>5</sup>	2	--
<b>If Male, Domestic Violence Victim (n=244 adult males)</b>		
No	228	96%
Yes	10	4%
Don't Know/Refused <sup>6</sup>	6	--
<b>If Female, Pregnant? (n=128 adult females)</b>		
No	120	96%
Yes	5	4%
Don't Know/Refused/Not Recorded <sup>7</sup>	3	--
<b>Disabled (Has a Disabling Condition)</b>		
No	189	51%
Yes	181	49%
Don't Know/Refused/Not Recorded <sup>8</sup>	2	--
<b>Total</b>	<b>372</b>	<b>100%</b>

<sup>1</sup> Percent of the total number with information; responses of "Don't Know," "Refused" or missing/not recorded were not included in the total.

<sup>2</sup> HUD definition: (1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, or has had at least four episodes of homelessness in the past three years, OR (2) a person in a family with children with at least one adult member meeting the previous disability & homelessness criteria outlined in (1). A disability is further defined as "a diagnosable substance abuse disorder, a serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions" and it must "limit an individual's ability to work or perform one or more activities of daily living." (US Department of Housing and Urban Development, September 2007; updated to include families, January 2011).

<sup>3</sup> Veteran responses include 7 "Don't know."

<sup>4</sup> Domestic Violence responses include 5 "Don't know," and 3 "Refused."

<sup>5</sup> Female Domestic Violence responses include 1 "Don't know" and 1 not recorded.

<sup>6</sup> Male Domestic Violence responses include 4 "Don't know," and 2 "Refused."

<sup>7</sup> Is Pregnant responses include 1 "Don't Know" and 2 not recorded.

<sup>8</sup> Disabled responses include 1 "Don't know," 1 "Refused" and 4 not recorded.

**Table 5. Disability Type of Disabled Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=181 adults with a disabling condition)**

Disability Type Entered	Number	Percent <sup>1</sup>
Physical/Medical	89	49%
Mental Health Problem	95	52%
Alcohol Abuse	54	30%
Drug Abuse	43	24%
Chronic Health Condition	18	10%
Developmental Disability	14	8%
Other	6	3%
HIV / AIDS	2	1%
Type Not Recorded	21	12%
<b>Total <sup>2,3</sup></b>	<b>181</b>	<b>--</b>

<sup>1</sup> Percent responding to each disability type among those who responded.

<sup>2</sup> Total unduplicated persons who responded 'YES' they had a disabling condition.

<sup>3</sup> Total sums to greater than the number disabled and greater than 100% because clients could chose more than one disability type.

**Table 6. Number of Disability Types Recorded for Disabled Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=181 adults with a disabling condition)**

Number of Disability Types per Client	Number	Percent <sup>1</sup>
One Type	67	42%
Two Types	56	35%
Three Types	22	14%
Four Types	14	8%
Five Types	1	<1%
Type Not Recorded	21	--
<b>Total <sup>2</sup></b>	<b>181</b>	<b>--</b>

<sup>1</sup> Percent of the total number with information; responses missing/not recorded were not included in the total.

<sup>2</sup> Total unduplicated persons who responded 'YES' they had a disabling condition.

**Table 7. Highest Education Level Attained by Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=404)**

Education Level	Number	Percent <sup>1,2</sup>	Collapsed Percent
Master's Degree or higher	11	3%	3%
Bachelor's Degree	26	7%	7%
College Degree	5	1%	5%
Associate's Degree	12	3%	
Some College	96	26%	
Post-secondary school	2	1%	31%
Some vocation/trade school	17	5%	
High School Diploma	79	22%	22%
GED	32	9%	9%
12th grade, No diploma	23	6%	11%
11th grade	18	5%	
10th grade	13	4%	7%
9th grade	11	3%	
7th grade or 8th grade	9	2%	
5th grade or 6th grade	3	1%	6%
Nursery school to 4th grade	9	2%	
Don't Know / Refused / Not Recorded	6	--	--
<b>Total</b>	<b>372</b>	<b>--</b>	<b>--</b>

<sup>1</sup> Percent of the total number with information; responses missing/not recorded were not included in the total.

<sup>2</sup> Percentages do not sum to 100% due to rounding.

**Table 8. Income Received from Any Source in the Past 30 Days at First Entry of Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=372 adults)**

Income Received	Number	Percent <sup>1</sup>
No	68	72%
Yes	26	28%
Don't Know/Refused/Not Recorded	278	--
<b>Total</b>	<b>372</b>	<b>--</b>

<sup>1</sup> Percent of the total number with information; responses of "Don't Know" or missing/not recorded were not included in the total.

<sup>2</sup> Responses include 1 "Don't know" and 277 not recorded.

**Table 9. Income Source at First Entry of Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=26 adults receiving income in past 30 days)**

Income Type Entered	Number	Percent <sup>1</sup>
SSI	13	50%
Earned Income	9	35%
SSDI	7	27%
No Financial Resources	5	19%
Retirement Income from Social Security	2	8%
General Assistance	2	8%
Unemployment Insurance	1	4%
Pension From a Former Job	1	4%
<b>Total <sup>2,3</sup></b>	<b>26</b>	<b>--</b>

<sup>1</sup> Percent reporting each income type.

<sup>2</sup> Total unduplicated persons responding "Yes" to 'Income received in past 30 days'.

<sup>3</sup> Total sums to greater than the number receiving income and greater than 100% because clients could report more than one type of income.

**Table 10. Income Amount of Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=26 adults with income amounts reported)**

Summary of Income Amounts Reported <sup>1</sup>			
Minimum	Maximum	Median	Average
\$600	\$3,117	\$900	\$1,235

<sup>1</sup> Income amounts from all sources totaled. Includes only the amount from the most recent income start date if multiple entries per source exists; excludes unemployment benefits with a start date prior to October 2011.

**Table 11. Non Cash Benefit Received in the Past 30 Days at First Entry of Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=372 adults)**

Non Cash Benefit Received	Number	Percent <sup>1</sup>
No	226	62%
Yes	141	38%
Don't Know / Refused / Not Recorded <sup>2</sup>	5	--
<b>Total</b>	<b>372</b>	<b>--</b>

<sup>1</sup> Percent of the total number with information; responses missing/not recorded were not included in the total.

<sup>2</sup> Responses include 5 "Don't know".



**Table 12. Non Cash Benefits in Past 30 Days at First Entry of Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=157 adults)**

Non Cash Benefits Entered	Number	Percent
Supplemental Nutrition Assistance (Food Stamps)	140	89%
MEDICAID	6	4%
Other Source	3	2%
Special Supplemental Nutrition Program for WIC	2	1%
No Benefit Listed	2	1%
MEDICARE	1	<1%
Other TANF-Funded Services	1	<1%
Section 8, Public Housing or rental assistance	1	<1%
Veteran's Administration (VA) Medical Services	1	<1%
<b>Total <sup>1,2</sup></b>	<b>157</b>	<b>--</b>

<sup>1</sup> Total unduplicated persons responding "Yes" to 'Non cash benefit received in past 30 days'.

<sup>2</sup> Total could sum to greater than the number receiving benefit and greater than 100% because clients could report more than one type of non cash benefit, however none did.

**Table 13. Employment Status of Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=372 adults)**

Currently Employed	Number	Percent <sup>1</sup>
No	327	89%
Yes	40	11%
Not Recorded	5	--
<b>Total</b>	<b>372</b>	<b>--</b>

<sup>1</sup> Percent of the total number with information; responses missing/not recorded were not included in the total.

**Table 14. Employment Tenure of Employed Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=40 adults)**

Employment Tenure	Number	Percent <sup>1</sup>
Temporary	9	39%
Seasonal	1	4%
Permanent	13	57%
Not Recorded	17	--
<b>Total</b>	<b>40</b>	<b>--</b>

<sup>1</sup> Percent of the total number with information; responses missing/not recorded were not included in the total.

**Table 15. Employment Search of Unemployed Adult Clients Sheltered, 2013-14 North San Diego Winter Shelters (n=327 adults)**

Looking for Work	Number	Percent <sup>1</sup>
No	80	29%
Yes	193	71%
Don't Know / Refused / Not Recorded	54	--
<b>Total</b>	<b>327</b>	<b>--</b>

<sup>1</sup> Percent of the total number with information; responses missing/not recorded were not included in the total.

**Table 16. Living Situation the Night Before the First North County Winter Shelter Stay, Adult Clients Sheltered in the 2013-14 North San Diego Winter Shelters (n=372 adults)**

Prior Living Situation	Number	Percent <sup>1</sup>
Place Not Meant for Habitation	152	41%
Living With Family	25	7%
Emergency Shelter or Hotel/ Motel with Voucher	28	8%
Living With Friends	36	10%
Rental House/ Apartment (no subsidy)	32	9%
Owned by Client (no subsidy)	7	2%
Other	15	4%
Hotel/ Motel without Emergency Voucher	28	8%
Substance Abuse Treatment Center	9	2%
Psychiatric hospital or facility	5	1%
Hospital	9	2%
Jail, Prison or Juvenile Facility	5	1%
Transitional Housing for Homeless	7	2%
Safe Haven	2	1%
Owned by Client (with subsidy)	2	<1%
Permanent Housing for Formerly Homeless	7	<1%
Rental House/ Apartment with VASH Subsidy	2	<1%
Don't Know /Not Recorded	1	--
<b>Total</b>	<b>372</b>	<b>100%</b>

<sup>1</sup> Percent of the total number with information; responses of "Don't Know" or "Refused" were not included in the total.

**Table 17. San Diego (SD) Region of Last Permanent Residence (based on Zip Code Provided by Client), Adult Clients Sheltered in the 2013-14 North San Diego Winter Shelters (n=372 adults)**

Region	Number	Percent <sup>1,2</sup>
North Coastal SD County	152	49%
North Inland SD County	90	29%
Central SD County	46	15%
East SD County	9	3%
South SD County	6	2%
Outside SD County, but in CA	7	2%
Outside California	1	0%
Don't Know / Not Recorded <sup>3</sup>	61	--
<b>Total</b>	<b>372</b>	<b>--</b>

<sup>1</sup> Percent of the total number with information; responses missing/not recorded were not included in the total.

<sup>2</sup> Percentages do not sum to 100% due to rounding.

<sup>3</sup> Includes 4 "Don't Know," and 57 not recorded.

**Table 18. City of Last Permanent Residence (based on Zip Code Provided by Client), Adult Clients Sheltered in the 2013-14 North San Diego Winter Shelters (n=372 adults)**

San Diego Region	Community	Number	Percent <sup>1</sup>
North Coastal	Oceanside	85	27%
North Inland	Escondido	64	21%
Central	San Diego	46	15%
North Coastal	Vista	29	9%
North Coastal	Carlsbad	25	8%
North Coastal	Encinitas	12	4%
	Outside SD County, but in CA	7	2%
North Inland	San Marcos	7	2%
North Inland	Fallbrook	5	2%
North Inland	Ramona	4	1%
North Inland	Rancho Bernardo	4	1%
East	Spring Valley	4	1%
East	El Cajon	2	1%
North Inland	Poway	2	1%
South	San Ysidro	2	1%
East	Alpine	1	<1%
	Outside CA	1	<1%
North Inland	Bonsall	1	<1%
North Coastal	Cardiff	1	<1%
South	Chula Vista	1	<1%
South	Delzura	1	<1%
South	Imperial Beach	1	<1%
East	La Mesa	1	<1%
East	Lakeside	1	<1%
South	National City	1	<1%
North Inland	Pauma Valley	1	<1%
North Inland	Valley Center	1	<1%
North Inland	Warner Springs	1	<1%
--	Don't Know /Not Recorded <sup>2</sup>	61	--
<b>Total</b>		<b>372</b>	<b>100%</b>

<sup>1</sup> Percent of the total number with information; responses of "Don't Know," or missing/not recorded/not valid were not included in the total.

<sup>2</sup> Includes 4 "Don't Know" and 57 not recorded or not valid.

**Table 19. Client-Reported Primary Reason for Homelessness, First Shelter Stay in North County Winter Shelters, Clients Sheltered in the 2013-14 North San Diego Winter Shelters (n=372 adults)**

Reason for Homelessness	Number	Percent <sup>1</sup>
Unemployment (loss of job)	77	21%
Unable to Pay Rent/Mortgage	62	17%
Underemployment/low income	35	9%
Family Issues	24	7%
Substance Abuse	19	5%
Addiction	16	4%
Medical Condition	16	4%
Moved to Seek Work (or new to area)	14	4%
Substandard Housing	13	4%
Divorce	12	3%
Mental Health	12	3%
No Affordable Housing	11	3%
Evicted	11	3%
Jail/Prison (Release from Institution)	10	3%
Domestic Violence	7	2%
Physical/Mental Disabilities	7	2%
Personal Choice	6	2%
Other	5	1%
Family/Personal Illness	5	1%
Mortgage Foreclosure	5	1%
Loss of Public Assistance	1	0%
Natural Disaster	1	0%
Unknown/Not Recorded	3	--
<b>Total</b>	<b>372</b>	<b>100%</b>

<sup>1</sup> Percent of the total number with information; responses of "Unknown" or missing/not recorded were not included in the total.

<sup>2</sup> Includes 2 'Unknown,' and 1 not recorded.

**Table 20. Client-Reported Economic Reason for Homelessness, First Shelter Stay in North County Winter Shelters, Clients Sheltered in the 2013-14 North San Diego Winter Shelters (n=372 adults)**

Economic Reason for Homelessness <sup>1</sup>	Number	Percent <sup>2</sup>
No	154	41%
Yes	215	58%
Unknown <sup>3</sup>	3	--
<b>Total</b>	<b>372</b>	<b>100%</b>

<sup>1</sup> Economic reason for homelessness defined as: unemployment (loss of job), underemployment/low income, unable to pay rent/mortgage, no affordable housing, mortgage foreclosure, evicted, or loss of Public Assistance.

<sup>2</sup> Percent of the total number of clients with information; responses of "Unknown" or missing/not recorded were not included in the total.

<sup>3</sup> Includes 3 'Unknown.'

**Table 21. Client-Reported Economic Reason for Homelessness by Presentation With vs Without Children, First Shelter Stay in North County Winter Shelters, Clients Sheltered in the 2013-14 North San Diego Winter Shelters (n=369 adults with information)**

	Single or In Adult-Only Family (n=326 adult clients)		In Family with Children (n=43 adult clients)	
	Number	Percent <sup>1</sup>	Number	Percent <sup>2</sup>
Economic Reason for Homelessness <sup>3</sup>	181	56%	34	79%

<sup>1</sup> Percent of the total number of adult clients with information presenting without children; clients with 'unknown' or missing/not recorded reasons were not included in the total.

<sup>2</sup> Percent of the total number of adult clients with information entering a program with at least one family member 17 years old or younger; clients with 'unknown' or missing/not recorded reasons were not included in the total.

<sup>3</sup> Economic reason for homelessness defined as: unemployment (loss of job), underemployment/low income, unable to pay rent/mortgage, no affordable housing, mortgage foreclosure, evicted or loss of Public Assistance.

**Table 22. Client-Reported Economic Reason for Homelessness by Family Type, First Shelter Stay in North County Winter Shelters, Clients Sheltered in the 2013-14 North San Diego Winter Shelters (n=33 families with children)**

Family Type	Sample Size <sup>2</sup>	Economic Reason, <sup>1</sup> Any Family Member	
		Number	Percent <sup>3</sup>
Single Father <sup>4</sup>	2	2	100%
Two Adults <sup>5,6</sup>	8	7	88%
Single Mother <sup>6,7</sup>	23	17	74%
<b>Total <sup>8</sup></b>	<b>33</b>	<b>26</b>	<b>79%</b>

<sup>1</sup> Economic reason for homelessness defined as: unemployment (loss of job), underemployment/low income, unable to pay rent/mortgage, no affordable housing, mortgage foreclosure, evicted, or loss of Public Assistance.

<sup>2</sup> Number family types with information recorded.

<sup>3</sup> Percent calculated out of the total number of families with information in each family type; families with only 'unknown' or missing/not recorded reasons were not included in the total.

<sup>4</sup> One adult male per household with child(ren).

<sup>5</sup> One adult female and one adult male per household with child(ren).

<sup>6</sup> One household could have been counted in either the Single Mother or Two Adult category due to a later entry with an additional family member; The first entry of the household (Single Mother) was selected.

<sup>7</sup> One adult female per household with child(ren).

<sup>8</sup> Total number and percent of all families with information in each family type; families with only 'unknown' or missing/not recorded reasons were not included in the total.

**Table 23. Reason for Leaving Shelter, Last Shelter Visit, Clients Sheltered in the 2013-14 North San Diego Winter Shelters (n=427 clients)**

Reason for Leaving Shelter	Number <sup>1</sup>	Percent
Completed Program	97	22%
Reached Maximum Time Allowed	66	16%
Left for Housing Opp.	58	13%
Unknown/Disappeared	57	13%
To Alternate Programs	35	8%
Other <sup>2</sup>	35	8%
Moved Beds	30	7%
Non-Compliance with Program	25	6%
Disagreement with Rules/Persons	19	4%
Needs Could Not be Met	4	1%
Criminal Activity / Violence	1	<1%
<b>Total</b>	<b>427</b>	<b>100%</b>

<sup>1</sup> Reason for leaving at last exit from North County Winter Shelters.

<sup>2</sup> Other reason descriptions could be categorized as follows: (1) Employed, (1) Legal, (2) Medical, (2) No Room in Shelter, (7) Non Compliance, (1) Working Late, and (21) were missing values.

**Table 24. Destination When Leaving Shelter, Last Shelter Visit, Clients Sheltered in the 2013-14 North San Diego Winter Shelters (n=438 clients)**

Destination After Leaving Shelter	Number <sup>1</sup>	Percent <sup>2</sup>
Don't Know / Refused / Missing / Other-unknown	130	30%
Emergency Shelter	66	15%
Places Not Meant for Habitation	46	11%
Transitional Housing for Homeless	37	8%
Rental by Client (No Subsidy)	36	8%
Rental by Client (with Non-VASH Subsidy)	27	6%
Staying with Friends, Temporarily	21	5%
Staying with Family, Temporarily	23	5%
Staying with Family (Permanent)	12	3%
Hotel/Motel Without Emergency Voucher	12	3%
Other	7	2%
Permanent Housing for Formerly Homeless	6	1%
Jail, Prison/Juvenile Detention	3	1%
Staying with Friends (Permanent)	3	1%
Safe Haven	2	<1%
Substance Abuse Treatment /		
Detoxification Center	2	<1%
Mental Health Facility	2	<1%
Rental by Client (VASH)	2	<1%
Hospital (non-psychiatric)	1	<1%
<b>Total</b>	<b>438</b>	<b>100%</b>

<sup>1</sup> Destination upon leaving at last exit from North County Winter Shelters

<sup>2</sup> Percent of the total number of clients; Includes 107 "Don't Know", 21 "Missing", and 2 "Refused."

**Table 25. Destination of Persons in Families with Children When Leaving Shelter, Last Shelter Visit, Clients Sheltered in the 2013-14 North San Diego Winter Shelters (n=108 clients sheltered as part of a family with children)**

<b>Destination After Leaving Shelter</b>	<b>Number <sup>1</sup></b>	<b>Percent <sup>2</sup></b>
Rental by Client (No Subsidy)	22	20%
Rental by Client (with non-VASH Subsidy)	20	19%
Staying with Family (Temporary)	10	9%
Emergency Shelter	9	8%
Don't Know	9	8%
Staying with Friends (Temporary)	8	7%
Staying with Family (Permanent)	7	7%
Hotel/Motel Without Emergency Voucher	3	3%
Place Not Meant for Human Habitation	3	3%
Jail, Prison, or Juvenile Detention Facility	1	1%
<b>Total</b>	<b>92</b>	<b>100%</b>

<sup>1</sup> Destination upon leaving at last exit from North County Winter Shelters

<sup>2</sup> Percent of the total number of clients; Includes 9 "Don't Know" and 16 "Missing".

**Table 26. Housing Status, Clients Sheltered in the 2013-14 North San Diego Winter Shelters (n=438 clients)**

<b>Housing Status <sup>1</sup></b>	<b>At First Entry</b>		<b>At Last Exit</b>	
	<b>Number</b>	<b>Percent <sup>2</sup></b>	<b>Number</b>	<b>Percent <sup>2</sup></b>
Literally Homeless	386	88%	251	57%
Imminently Losing Housing	14	3%	4	1%
Unstably Housed & at Risk	16	4%	31	7%
Stably Housed	19	4%	128	29%
Don't Know	2	<1%	23	5%
Refused	1	<1%	1	<1%
<b>Total</b>	<b>438</b>	<b>--</b>	<b>438</b>	<b>--</b>

<sup>1</sup> 'Housing Status' as recorded by project staff

<sup>2</sup> Percent of the total number with information; missing/not recorded responses were not included in the total.

**B. 2012-13 North San Diego Winter Shelter Returning Clients**  
*Clients Sheltered During Both 2012-13 & 2013-14 Seasons*

**Table 27. Demographic Characteristics of Returning Clients Sheltered 2012-13 & 2013-14 Seasons, North San Diego Winter Shelters (n=59 clients)**

Demographic Characteristic	Number	Percent <sup>1</sup>
<b>Gender</b>		
Male	43	73%
Female	16	27%
<b>Age Group <sup>2</sup></b>		
< 1 Year	0	0%
1 – 17 Years	7	12%
18 – 30 Years	9	15%
31 – 40 Years	3	5%
41 – 50 Years	15	25%
51 – 60 Years	18	31%
61 – 70 Years	5	9%
71 + Years	2	3%
Not Recorded	0	—
<b>Total</b>	<b>59</b>	<b>100%</b>
<b>Military Veteran (Adult Clients)</b>		
No	49	94%
Yes	3	6%
<b>Total</b>	<b>52</b>	<b>100%</b>

<sup>1</sup> Percent of the total number with information; responses of “Don’t Know,” “Refused” or missing/not recorded were not included in the total.

<sup>2</sup> Age at first entry during the 2013-14 shelter season.

**Table 28. Disability Status by Season of Returning Adult Clients Sheltered 2012-13 & 2013-14 Shelter Seasons, North San Diego Winter Shelters (n=52 adult clients)**

Disabled (Has a Disabling Condition)	Number	Percent <sup>1</sup>
<b>2012-2013 Shelter Season</b>		
No	31	65%
Yes	17	35%
Not Comparable <sup>2</sup>	4	
<b>2013-2014 Shelter Season</b>		
No	23	44%
Yes	29	56%
<b>Total</b>	<b>52</b>	<b>100%</b>

<sup>1</sup> Percent of the total number with information in both seasons; responses of “Don’t Know,” “Refused” or missing/not recorded were not included in the total.

<sup>2</sup> Not comparable due to lack of information in one or both seasons; 2012-13 includes 3 “Don’t Know” and 1 “Refused.”



**Table 29. Chronic Homelessness by Season of Returning Adult Clients Sheltered 2012-13 & 2013-14 Shelter Seasons, North San Diego Winter Shelters (n=52 adult clients)**

Chronically Homeless <sup>1,2</sup>	Number	Percent
<b>2012-2013 Shelter Season</b>		
No	35	67%
Yes	17	33%
<b>2013-2014 Shelter Season</b>		
No	34	65%
Yes	18	35%
<b>Total</b>	<b>52</b>	<b>100%</b>

<sup>1</sup> HUD definition: (1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, or has had at least four episodes of homelessness in the past three years, OR (2) a person in a family with children with at least one adult member meeting the previous disability & homelessness criteria outlined in (1). A disability is further defined as “a diagnosable substance abuse disorder, a serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions” and it must “limit an individual’s ability to work or perform one or more activities of daily living.” (US Department of Housing and Urban Development, September 2007; updated to include families, January 2011).

<sup>2</sup> The number and percentage of chronically homeless individuals do not appear to meet the HUD definition of chronically homeless due to a greater number of persons who did not meet the duration of homelessness as required by HUD versus the number who did meet the duration requirement and had a disabling condition.

**Table 30. Client-Reported Primary Reason for Homelessness, First Shelter Stay per Season in North County Winter Shelters, Returning Adult Clients Sheltered 2012-13 & 2013-2014 Shelter Seasons, North San Diego Winter Shelters (n=52 adults)**

Reason for Homelessness	2012-13		2013-14	
	Number	Percent <sup>1</sup>	Number	Percent <sup>1</sup>
Unemployment (Loss of Job)	23	44%	9	17%
Other	2	4%	0	0%
Family Issues	4	8%	2	4%
Under-employment (Low Income)	5	10%	10	19%
Jail/Prison (Release from Institution)	1	2%	1	2%
Addiction	0	0%	1	2%
Divorce	5	10%	3	6%
Mental Health	1	2%	2	4%
No Affordable Housing	1	2%	3	6%
Physical/Mental Disabilities	0	0%	1	2%
Substance Abuse	1	2%	4	8%
Unable to Pay Rent/Mortgage	4	8%	7	14%
Evicted	0	0%	2	4%
Family/Personal Illness	1	2%	2	4%
Medical Condition	0	0%	3	6%
Moved to Seek Work/New to Area	0	0%	1	2%
Domestic Violence	1	2%	0	0%
Mortgage Foreclosure	1	2%	1	2%
Personal Choice	1	2%	0	0%
Unknown or Not Recorded	1	2%	0	0%
<b>Total</b>	<b>52</b>	<b>100%</b>	<b>52</b>	<b>100%</b>

<sup>1</sup> Percent of the total number of adult clients with information; responses of “Unknown” were included in the total.

**Table 31. Destination When Leaving Shelter, Last Shelter Visit each Season, Returning Clients Sheltered 2012-13 & 2013-14 Shelter Seasons, North San Diego Winter Shelters (n=59 clients)**

Destination After Leaving Shelter Each Season	2012-13		2013-14	
	Number <sup>1</sup>	Percent <sup>2</sup>	Number <sup>3</sup>	Percent <sup>4</sup>
Don't Know	13	22%	13	22%
Places Not Meant for Habitation	6	10%	13	22%
Emergency Shelter	7	12%	5	9%
Rental by Client (No Subsidy)	7	12%	3	5%
Staying with Family (Permanent)	3	5%	1	2%
Transitional Housing for Homeless	5	9%	5	9%
Staying with Friends, Temporarily	8	14%	3	5%
Substance Abuse				
Treatment/Detoxification Center	0	0%	1	2%
Hotel/Motel Without Emergency				
Voucher	1	2%	1	2%
Other	0	0%	3	5%
Psychiatric Hospital/Facility	0	0%	0	0%
Hospital (non-psychiatric)	0	0%	0	0%
Staying with Family, Temporarily	7	12%	4	7%
Staying with Friends (Permanent)	2	3%	1	2%
Rental by Client (with Non-VASH Subsidy)	0	0%	6	10%
<b>Total</b>	<b>59</b>	<b>100%</b>	<b>59</b>	<b>100%</b>

<sup>1</sup> Destination upon leaving at last exit 2012-13 season from North County Winter Shelters.

<sup>2</sup> Percent of the total number of clients; 2012-13 season includes 13 "Don't Know."

<sup>3</sup> Destination upon leaving at last exit 2013-14 season from North County Winter Shelters.

<sup>4</sup> Percent of the total number of clients; 2013-14 season includes 13 "Don't Know."

## Appendix B – Recommendations

The ARS North County Winter Shelters did an impressive job at consistently collecting data at both program entry and program exit. The amount of missing data is very low, which shows great care in both completing the intake/assessment forms and performing the data entry into ServicePoint. We offer the following recommendations if feasible:

- Improve data collection and data entry by:
  - Continuing to make sure all client entry and exit information are entered promptly throughout the season rather than post program closure;
  - Reviewing the entire data entry screen after saving the entry record to ensure data responses are stored in the database properly;
  - Working with RTFH staff to learn when it is appropriate to add income end-dates, both for one-time income sources, as well as when an income amount changes for a given source;
  - Continuing to ensure that staff who collect and/or record “chronically homeless” responses are aware of the HUD definition and trained to collect and record disability status when appropriate;
  - Ensuring that staff are aware that the responses of ‘Don’t know’, and ‘Refused’ are from the client’s perspective, not from staff’s perspective (‘client doesn’t know’ and ‘client refused to respond’);
  - Have the RTFH review intake/assessment forms prior to the beginning of services for the next program year;
  - Administer these forms to every adult client;
- Utilize a ServicePoint report that program staff can run, print and use themselves to look for any missing clients, missing exit dates or other missing responses and make necessary corrections as soon as possible.
- Consider performing rigorous analysis assessing changes in client profiles of those served over time or comparing returning clients to non-returning clients.
- Consider adding analysis of services provided during clients’ program stays.
- Continue to congratulate those who collect and enter the data for making this type of analysis possible.





# CITY OF CARLSBAD – AGENDA BILL

4

AB# 21,775	APPROVAL OF AGREEMENT WITH ARCADIS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE VISTA/CARLSBAD INTERCEPTOR SEWER, REACHES VC11B – 15, AND THE AGUA HEDIONDA SEWER LIFT STATION PROJECTS	DEPT. DIRECTOR P.T.
DATE 11-04-14		CITY ATTY. R.M.
DEPT. PW-UTIL		CITY MGR. G.M. J.B.O.

## RECOMMENDED ACTION:

Adopt Resolution No. 2014-257 approving the Professional Services Agreement with Arcadis for Construction Management and Inspection Services for the Vista/Carlsbad Interceptor Sewer, Reaches VC11B -15, and the Agua Hedionda Sewer Lift Station, Project Nos. 3492, 3886, and 3949.

## ITEM EXPLANATION:

Project Background: The Vista/Carlsbad Interceptor Sewer System was originally constructed in 1965 and is jointly-owned by the City of Vista and the City of Carlsbad. The alignment, approximately eight miles in length within the City of Carlsbad, extends from just west of College Boulevard and Highway 78 to the Encina Water Pollution Control Facility (Encina). There are two sewer lift stations within the alignment, the Buena Vista Lift Station, and the Agua Hedionda Lift Station (Exhibit 2). Both are maintained and operated by the Encina Wastewater Authority through a joint agreement.

The upper reaches of the Vista/Carlsbad Interceptor Sewer System from VC1 through VC11A have been replaced or rehabilitated in recent years. Reaches VC11B to VC15, which include the Agua Hedionda Lift Station and the adjacent trestle bridge supporting the sewer line over and across the Agua Hedionda Lagoon, are in a state of declining condition and need to be replaced. Additionally, these facilities do not have the capacity to convey the ultimate sewer flows projected for the basin. The Agua Hedionda Lift Station is the City's largest sewer lift station and is located on the south shore area adjacent to the lagoon on property owned by NRG Energy. The remaining portion of the gravity sewer to Encina, approximately two miles in length, does not have adequate capacity to convey the future sewer flows that are anticipated. This reach of interceptor sewer has also been identified for replacement in Carlsbad's Sewer Master Plan to address the capacity deficit.

DEPARTMENT CONTACT: Terry Smith 760-602-2765 terry.smith@carlsbadca.gov

<b>FOR CLERK USE.</b>				
<b>COUNCIL ACTION:</b>	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>	REPORT RECEIVED	<input type="checkbox"/>

**Project Description:** The project includes the replacement of the existing wood trestle bridge over the Agua Hedionda Lagoon with a new 140 foot long steel truss bridge to support the pipeline, construction of a new 33 million gallon per day sewage lift station located approximately 50 feet east of the current facility, and construction of a new parallel force main and gravity sewer to provide increased capacity and reliability to the sewer system. The new gravity sewer will be constructed within the right-of-way of Avenida Encinas and a portion of the new sewer will require installation by microtunneling. The new force main construction will utilize a combination of standard construction methods and Horizontal Directional Drilling to avoid utilities within Cannon Road and Avenida Encinas. The existing gravity sewer downstream of the lift station will continue to be utilized to convey a portion of the daily sewage flows from the new lift station and to maintain existing sewer connections south of Cannon Road. The new sewer bridge is being designed to accommodate the occasional maintenance vehicle and will be suitable for use by the Coastal Rail Trail as that project moves forward in the future.

**Agreement Description:** City staff issued a Request for Proposal to seven (7) engineering firms in accordance with Carlsbad Municipal Code section 3.28.070 to provide construction management and inspection services for the Vista/Carlsbad Interceptor Sewer and Agua Hedionda Sewer Lift Station projects. The City received proposals from five (5) of the firms and the proposals were evaluated by a committee of design engineers and construction management personnel from the City of Carlsbad and the City of Vista. Based on the ranking from the selection committee, staff is recommending that the City execute a professional services agreement with Arcadis to provide construction management and inspection services for the projects. Carlsbad and Vista staff have negotiated a fair and reasonable fee for these services and staff is recommending that the Council approve the agreement with Arcadis for an amount not-to-exceed \$3,314,039. The project is expected to bid in late 2014 or early 2015.

**FISCAL IMPACT:**

The fee for construction management and inspection services included in the Agreement with Arcadis is a not-to-exceed fee of \$3,314,039. A summary of current and projected project costs is as follows:

<b>PROJECT COST SUMMARY FOR THE AGUA HEDIONDA SEWER LIFT STATION AND V/C INTERCEPTOR SEWER REPLACEMENT PROJECT, REACHES VC11B – VC15 (PROJECT NOS. 3492, 3886, AND 3949)</b>	
Studies, Environmental Compliance, Permits, Design Activities, Project Management, Easement Acquisition, Utility Relocation, (As of 6/30/14)	\$5,145,275
Encumbrances and Expenditures (From 7/1/2014 thru 10/17/2014)	\$357,729
<b>Subtotal of Costs (Through Design)</b>	<b>\$5,503,004</b>
Estimated Utility Relocation Cost (12" Gas Line)	\$1,400,000
Arcadis Agreement for Construction Management and Inspection	\$3,314,039
Other Construction Phase Costs (Engineering Support, Environ. Monitoring, etc.)	\$1,700,000
Estimated Construction Cost & Contingency	\$42,500,000
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$54,417,043</b>
<b>TOTAL APPROPRIATIONS TO DATE</b>	<b>\$54,730,000</b>
<b>ADDITIONAL APPROPRIATION REQUIRED</b>	<b>\$0</b>

Sufficient funds are currently available for the completion of the project. All project related costs will be shared between the City of Carlsbad and the City of Vista as described within the existing ownership agreement between the two cities for operation and maintenance of the Vista/Carlsbad Interceptor Sewer System (65 percent City of Vista; 35 percent City of Carlsbad).

A project specific agreement has been prepared with the City of Vista to define the administrative procedures and payment schedule for expenses incurred during the planning and design phase of the project. A second project agreement is currently being prepared with the City of Vista to define the communication protocol and billing procedures to be used during construction. The total project construction cost is estimated to be \$42.5-million and will be shared between the two cities according to ownership percentage, which is approximately 65 percent Vista and 35 percent Carlsbad; however, the actual cost share varies with each reach of the sewer. Carlsbad's share of the project is funded from the Sewer Connection Fee Fund. The City of Vista will be using State Revolving Funds to pay for their portion of the project.

#### **ENVIRONMENTAL IMPACT:**

A Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were prepared for the Agua Hedionda Sewer Lift Station, Force Main and Gravity Sewer Replacement project (PDP 00-02(C)/SP 144(L)/RP 10-26/CDP 10-17/HDP 10-05/SUP 10-02/HMP 10-03). The MND was adopted by the City Council on December 6, 2011, in compliance with the California Environmental Quality Act (CEQA) Guidelines Section 15074.

Furthermore, approval of an Agreement with Arcadis for professional services is exempt from the requirements of CEQA pursuant to Public Resources Code Section 21065. This action does not constitute a "project" within the meaning of CEQA in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

#### **PUBLIC NOTIFICATION:**

None Required

#### **EXHIBITS:**

1. Resolution No. 2014-257 approving the Professional Services Agreement with Arcadis for Construction Management and Inspection Services for the Vista/Carlsbad Interceptor Sewer, Reaches VC11B - 15, and the Agua Hedionda Sewer Lift Station, Project Nos. 3492, 3886, and 3949.
2. Location Map
3. Agreement with Arcadis for Construction Management and Inspection Services for the Vista/Carlsbad Interceptor Sewer, Reaches VC11B -15, and the Agua Hedionda Sewer Lift Station.

RESOLUTION NO. 2014-257

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE VISTA/CARLSBAD INTERCEPTOR SEWER, REACHES VC11B-15, AND THE AGUA HEDIONDA SEWER LIFT STATION, PROJECT NOS. 3492, 3886, AND 3949.

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WHEREAS, the City Council of the City of Carlsbad, California, has determined it necessary and in the public interest to approve the agreement with Arcadis for construction management and inspection services for the Vista/Carlsbad Interceptor Sewer, Reaches VC11B through 15, and the Agua Hedionda Sewer Lift Station; and

WHEREAS, Public Works staff solicited multiple proposals for professional engineering services consistent with Carlsbad Municipal Code Section 3.28.070; and

WHEREAS, staff has reviewed and ranked the proposals and recommends Arcadis as the most qualified consultant for the project; and

WHEREAS, city staff and Arcadis have negotiated fees in an amount not-to-exceed \$3,314,039 to provide construction management and inspection services for the projects, as described in the professional services agreement; and

WHEREAS, funds have been appropriated in the 2014-2015 Capital Improvement Program from the Sewer Connection Fee Fund and sufficient funds are currently available; and

WHEREAS, Carlsbad will be reimbursed by the City of Vista for their portion of the construction management and inspection fees as agreed to in an agreement titled, "Amended and Restated Agreement for Ownership, Operation, and Maintenance of the Vista/Carlsbad Interceptor Sewer, dated June 11, 2013.



1           NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad,  
2 California, as follows:

3           1.       That the above recitations are true and correct.

4           2.       That the Agreement with Arcadis in an amount not-to-exceed \$3,314,039 for  
5 Construction Management and Inspection Services for the Vista/Carlsbad Interceptor Sewer,  
6 Reaches VC11B through 15, and the Agua Hedionda Sewer Lift Station projects is approved and  
7 the Mayor is hereby authorized and directed to execute said agreement.  
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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City  
of Carlsbad on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote, to  
wit:

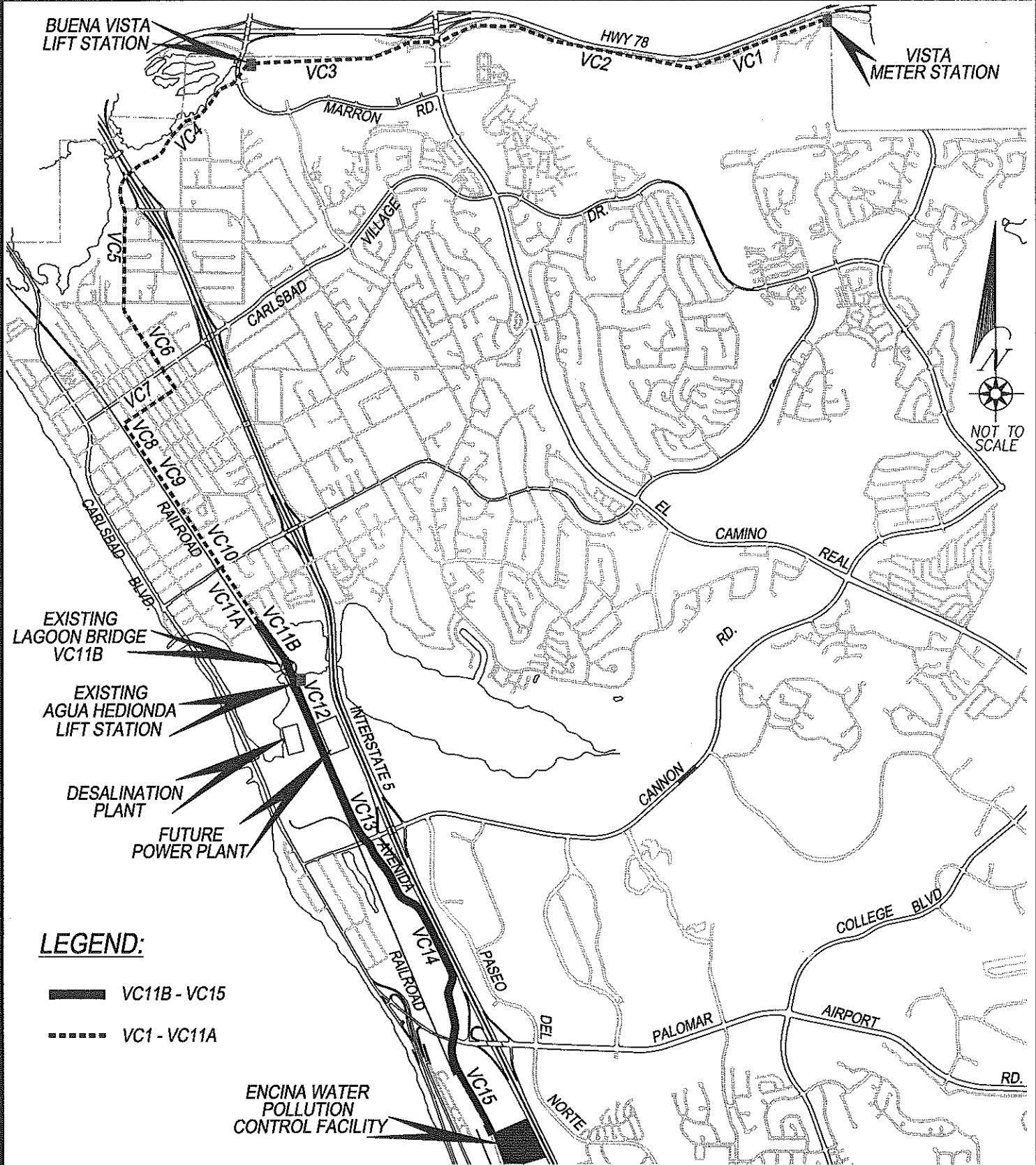
AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
MATT HALL, Mayor

ATTEST:

\_\_\_\_\_  
BARBARA ENGLESON, City Clerk  
(SEAL)

# LOCATION MAP



## LEGEND:

- VC11B - VC15
- - - VC1 - VC11A

PROJECT NAME  
**AGUA HEDIONDA LIFT STATION & VISTA/CARLSBAD  
 INTERCEPTOR SEWER REACHES VC11B THROUGH VC15**

PROJECT  
 NUMBER  
 3492,  
 3886 & 3949

EXHIBIT  
**2**

**AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR THE VISTA/CARLSBAD INTERCEPTOR SEWER, REACHES 11B-15,  
AND THE AGUA HEDIONDA SEWER LIFT STATION  
PROJECT NO. 3949, 3492, 3886  
(ARCADIS U.S., INC.)**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF CARLSBAD, a municipal corporation, ("City"), and ARCADIS U.S. INC., a Delaware corporation ("Contractor").

**RECITALS**

- A. City requires the professional services of a consultant engineer that is experienced in the construction management and inspection of pipelines and wastewater pumping stations.
- B. Contractor has the necessary experience in providing professional services and advice related to the construction management and inspection of pipelines, pump stations and appurtenant facilities.
- C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

**1. SCOPE OF WORK**

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

**2. STANDARD OF PERFORMANCE**

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

**3. TERM**

The term of this Agreement will be effective for a period of three (3) years from the date first above written. The City Manager may amend the Agreement to extend it for one (1) additional two (2) year period or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

**4. TIME IS OF THE ESSENCE**

Time is of the essence for each and every provision of this Agreement.

**5. COMPENSATION**

The total fee payable for the Services to be performed during the initial Agreement term will be a not-to-exceed fee of three million three hundred fourteen thousand thirty nine dollars (\$3,314,039) paid on a time and material basis. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A".

Incremental payments, if applicable, should be made as outlined in attached Exhibit "A".

#### **6. STATUS OF CONTRACTOR**

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

#### **7. SUBCONTRACTING**

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

#### **8. OTHER CONTRACTORS**

The City reserves the right to employ other Contractors in connection with the Services.

#### **9. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

#### **10. INSURANCE**

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-VII". **OR** with a surplus

line insurer on the State of California's List of Eligible Surplus Line Insurers (LESLI) with a rating in the latest Best's Key Rating Guide of at least "A:X".

#### 10.1 Coverages and Limits.

Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

10.1.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). \$1,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

\_\_\_\_\_  
City's Initials

\_\_\_\_\_  
Contractor's Initials

☐

If box is checked, Professional Liability Insurance requirement is waived.

10.2. Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or

maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

#### 11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

#### 12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

#### 13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

#### 14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

#### 15. NOTICES

The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

##### For City

Name Terry Smith

Title Senior Engineer

Department Utilities

City of Carlsbad

Address 1635 Faraday Ave.

Carlsbad, CA 92008

Phone No. 760-602-2765

##### For Contractor

Name Marvin Flynn

Title Contract Manager

Address 1525 Faraday Ave., Ste. 290

Carlsbad, CA 92008

Phone No. 760-602-3840

Email Marvin.Flynn@arcadis-us.com

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

#### 16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

**17. GENERAL COMPLIANCE WITH LAWS**

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

**18. DISCRIMINATION AND HARASSMENT PROHIBITED**

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

**19. DISPUTE RESOLUTION**

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

**20. TERMINATION**

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

**21. COVENANTS AGAINST CONTINGENT FEES**

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation



of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

## **22. CLAIMS AND LAWSUITS**

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

## **23. JURISDICTIONS AND VENUE**

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

## **24. SUCCESSORS AND ASSIGNS**

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement or any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

## **25. ENTIRE AGREEMENT**

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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**26. AUTHORITY**

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

**CONTRACTOR**

ARCADIS U.S. INC., a Delaware corporation

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

Jon Westervelt  
(sign here)

By:

\_\_\_\_\_  
City Manager or Mayor or Division Director  
as authorized by the City Manager

Jon Westervelt, Vice President  
(print name/title)

ATTEST:

By:

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
BARBARA ENGLESON  
City Clerk

\_\_\_\_\_  
(print name/title)

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**Group A**

Chairman,  
President, or  
Vice-President

**Group B**

Secretary,  
Assistant Secretary,  
CFO or Assistant Treasurer

**Otherwise**, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER, City Attorney

BY:

Neil Ortiz  
Assistant City Attorney

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Francisco

On

10.21.2014

Date

before me,

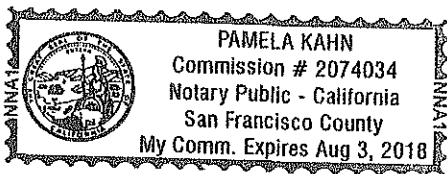
Pamela Kahn, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Jon Westervelt

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Pamela Kahn

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

agreement for construction management and inspection services

Document Date:

Number of Pages:

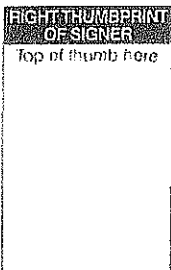
Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

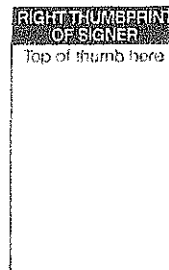
Signer Is Representing:



Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:



Secretary Certificate

I, Gerard P. Cavaluzzi, Assistant Secretary of ARCADIS U.S., Inc. (the "Corporation"), do HEREBY CERTIFY and attest that the Corporation, in accordance with the bylaws of the Corporation, Resolution of the Board of Directors, and delegation of the Chief Executive Officer, has duly authorized and directed Jon Westervelt, in his capacity as Vice President of ARCADIS U.S., Inc., to execute and sign, on behalf of ARCADIS U.S., Inc., the City of Carlsbad Agreement for Construction Management and Inspection Services for the Vista/Carlsbad Interceptor Sewer, Reaches 11B-15, and the Aqua Hedionda Sewer Lift Station, Project No. 3949, 3492, 3886 and to affix the corporate seal on such documents, and his signature shall be legal and binding upon the corporation.

ATTEST:

*[Signature]*  
Assistant Secretary

STATE OF New York )

October 17, 2014

ss.

County of Westchester )

Personally appeared Gerard P. Cavaluzzi, Assistant Secretary of ARCADIS U.S., Inc., signer and sealer of the foregoing instrument, who, being duly authorized, acknowledged the same to be his free act and deed and the free act and deed of said Corporation, before me.

*[Signature]*

Notary Public

My Commission expires May 23, 2017

METTE B. CUFFEL  
Notary Public - State of New York  
No. 01CU6127240  
Qualified in Westchester County  
My Comm. Expires May 23, 2017

# EXHIBIT "A"

## SCOPE OF WORK AND TECHNICAL APPROACH

Vista/Carlsbad Interceptor Sewer and Agua Hedionda

Lift Station Replacement Project

*Construction Management and Inspection Services (CIP Nos. 3886, 3492 and 3949)*

### Task 100 – Project Management

Under this task ARCADIS will provide overall project management under the direction of our Contract Manager, including budget and schedule control, sub-consultant management, project documentation, progress meetings and quality assurance/quality control as defined by the following sub-tasks.

#### Task 1.1.1 – Track Project Progress and Schedule

Under this sub-task ARCADIS will tailor our internal "project management" (PM) computer based budget and labor effort tracking system, and will submit monthly invoices to the City in accordance with the City's requirements. The monthly invoices will identify the following "task-by-task" information, and will be in the same format as invoices submitted for the *Constructability Review* which was done under separate contract with the City.

- Budget Amount
- Amount Previously Billed
- Current Invoice Amount
- Amount Billed to Date
- Amount Remaining
- % Budget Expended to Date
- % Work Completed to Date

#### Task 1.1.2 – Sub Consultant Management

Under this sub-task ARCADIS will develop and execute agreements with our sub-consultants, will process sub-consultant invoices, and will help coordinate sub-consultant efforts associated with the *Construction Management and Inspections Services*.

#### Task 1.1.3 – Project Management Documentation

Under this sub-task ARCADIS will establish our electronic and "hard copy" document filing system for overall project management efforts under task 100, will maintain project documents and will distribute project documents to internal and external project team

members as deemed appropriate by our Contract Manager, our Construction Manager, and the City's Project Manager.

#### **Task 1.1.4 – Progress Meetings**

Under this task ARCADIS will coordinate with the City and will actively participate in a “kick-off” meeting following a Notice-to-Proceed. Thereafter, monthly progress meetings will be conducted with the City by our Contract Manager and Construction Manager. These meetings will focus on review of project status and budgets and will be independent of weekly construction progress meetings to be conducted with the City and the Construction Contractor by our Construction Manager under Task 300.

#### **Task 1.1.5 – Quality Assurance/Quality Control**

Under this task ARCADIS will engage and consult with our Quality Consultant on an “as-needed” basis during construction to help mitigate and resolve construction issues as they arise.

### **Task 200 – Bid Phase Assistance**

Under this task ARCADIS will provide bid phase assistance to the City as defined in the following sub-tasks.

#### **Task 2.1.1 – Pre Bid Construction Conference**

Under this sub-task ARCADIS will attend and participate in the pre-bid conference with the City and the Design Engineer. Our Construction Manager will assist the City and the Design Engineer in responding to questions and highlighting critical elements of the construction to the perspective bidders.

#### **Task 2.1.2 – Responding Bidder's Questions**

Under this sub-task ARCADIS will assist the City and the Design Engineer in fielding and responding to question from perspective bidders during the bid period. Our primary role under this sub-task will be to log and track responses to questions and to review responses from the City and Design Engineer prior to the issuance of responses when requested to do so by the City. The Design Engineer will be responsible for responding to all questions related to the Design Drawings and Specifications.

#### **Task 2.1.3 – Addendum**

Under this sub-task ARCADIS assist the City and the Design Engineer in issuing addendums during the bid period. Our primary role under this sub-task will be to log and track addendums and to review addendums from the City and Design Engineer prior to

the issuance of addendums when requested to do so by the City. The Design Engineer will take the lead on assisting the City with Addendums.

#### **Task 2.1.4 – Bid Review**

Under this sub-task, ARCADIS will assist the City and the Design Engineer in evaluating bids to help determine the most responsible and responsive bidder.

#### **Task 2.1.5 – Conformed Contract Documents**

Under this sub-task, ARCADIS will review Conformed Contract Documents prepared by the Design Engineer to reflect addendums issued during the bid period.

#### **Task 2.1.6 – Front End Documents**

Under this sub-task, ARCADIS will review Front End Documents (General Provisions, and Supplemental Provisions) and provide comments. ARCADIS will coordinate and attend meetings as required.

### **Task 300 – Construction Phase Services**

Under this task ARCADIS will provide construction management, resident engineering and inspection services as define in the following sub-tasks.

#### **Task 3.1.1 – Preconstruction Conference**

Under this sub-task ARCADIS coordinate and facilitate the preconstruction conference activities as follows.

##### **Schedule Conference and Send Notification**

ARCADIS will schedule and notify all appropriate parties of the date, time and location of the preconstruction conference and will include the conference agenda in the notification package. The agenda will be submitted to the City for review and input prior to issuing the notification package.

##### **Conduct Preconstruction Conference**

ARCADIS will conduct and chair this conference that will include overall project objectives, roles and responsibilities, key submittal requirements (schedule of values, CPM schedules, submittal schedules), and administrative procedures related to submittal processing, RFI processing, progress payments, shutdown and tie-in requests, change order processing, permit requirements and notifications, document control requirements, and other pertinent topics.

In order to facilitate this conference and to provide all conference attendees with a concise summary of the above requirements is suggested that the City have us prepare a Construction Procedures Manual prior to the meeting.

#### Prepare Construction Procedures Manual

A Construction Procedures Manual will be prepared to provide all parties with a concise summary of the key procedural and administrative requirements defined in the City's Bidding and Contract Documents.

#### Task 3.1.2 – Construction Management Documentation

Under this sub-task ARCADIS will establish our electronic and "hard copy" document filing system for our construction management efforts under task 300; will maintain project documents and will distribute project documents to internal and external project team members as deemed appropriate by our Construction Manager and the City's Project Manager.

Our Construction Manager will maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of requests for information, change orders, progress payment requests, progress meeting reports, daily inspection reports, dates of utility service interruptions, and all other project correspondence.

Our Construction Manager will prepare three copies of the monthly progress report and submit them to the City's Project Manager. This progress report will include the following elements:

- Summary of the prior month's main accomplishments and current construction activities.
- Overall contractor's conformance to contract schedule and quality requirements
- Identification of key problems, action items and issues and will include recommendation for solutions.
- Summary of progress payments, change orders, disputes, submittals, RFIs and Notices of Noncompliance.
- Photographs of representative project activities.

#### Implement Web-Based Data Management System

The project documents require the Contractor to provide and manage a web-based document control system capable of sending, receiving, retrieving and responding to Contractor submittals, RFIs, RFDs, change orders, etc; and tracking documents, their pertinent information and their status at any time, as well as their relationship to other project documents.

There are a number of customizable software programs that are specifically designed to help manage construction projects. ARCADIS has experience with many of these available systems and will work with the Contractor in selecting a system containing features which are best suited for the project to control, distribute and manage all project documents.



#### Task 3.1.3 – Photo Documentation

Under this sub-task our Construction Manager and pipeline Resident Engineer will review the contractor's videotape of preconstruction site conditions prior to any construction operation to confirm existing conditions within the limits of work, adjacent areas, and along haul roads to document and clearly depict pre-existing conditions. Our Construction Manager and Resident Engineers will prepare additional videotape and/or photographs to document site conditions as required to supplement the Contractor's videotape.

Our Construction Manager and pipeline Resident Engineer will take and develop construction documentation photographs on a regular basis and maintain a digital photographic library of all significant construction activities, providing unique file names for photos including date and location information. The Construction Manager will take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.

#### Task 3.1.4 – Construction Progress Meetings

Construction progress meetings will be conducted as required per the Contract Documents. Our Construction Manager and other team members, as appropriate will participate in progress meetings. These meeting will be coordinated and chaired by our Construction Manager who will prepare and issue meeting agendas and meeting minutes for all progress meetings and special meetings/workshops with the Construction Contractor.

#### Task 3.1.5 – Critical Path Method Schedule Reviews

Under this sub-task ARCADIS will review and comment on the Contractor's baseline CPM schedule for compliance with the contract requirements relative to overall schedule, interim milestones, phasing of construction and coordination of tie-in and shut down activities.

Subsequent to review and approval of the baseline schedule, ARCADIS will review and comment on the Contractor's monthly CPM schedule updates.

#### Task 3.1.6 – Shop Drawings and Submittal Reviews

Under this sub-task ARCADIS will receive, log, distribute, monitor and track shop drawings and submittals made by the Construction Contractor, and coordinate the review of shop drawings and submittals with the City and the Design Engineer where appropriate. ARCADIS will review all submittals for completeness and general compliance with the requirements of the Contract Documents prior to forwarding the submittals to the Design Engineer.

ARCADIS will receive, log, distribute and track all project submittals and responses; review and respond to our assigned project submittals; and coordinate reviews for all project submittals assigned to the Design Engineer.

The anticipated assignment of submittals for review by ARCADIS and the Design Engineer is identified in Attachment "A" hereto.

#### Task 3.1.7 – Plans and Specifications Interpretation

Under this sub-task ARCADIS will receive, log, distribute, monitor and track all RFIs submitted by the Construction Contractor. ARCADIS will coordinate, as needed, with the Design Team for interpretation of the Contract Documents where appropriate and will respond to all RFIs in a timely manner and within a time frame to be specified in the Contract Documents.

ARCADIS will review and process RFIs that do not, in our opinion, alter the design intent; and will coordinate with the Design Engineer for responding to all RFI's that might alter the design intent.

#### Task 3.1.8 – Construction Inspection Services and Materials Testing

Under this sub-task ARCADIS will provide full time construction inspection over the course of the project; will coordinate materials testing required of the Construction Contractor; and will provide inspections and testing services not required of the Construction Contractor but required to confirm compliance with the requirements of the Contract Documents. Factory, Performance and Acceptance testing will be provided by the Design engineer.

#### Task 3.1.9 – Progress Payments

Approximately five days prior to the submittal of the payment application our Construction Manager will walk the project with the contractor's field personnel and agree on a percent complete of the work. The Construction Manager will ensure during the initial schedule cost loading that the construction activities are fairly spread throughout the project and not allow front end loading. Payments on material arriving early on the project will be allowed to be billed with proper invoice backup from the manufacturer or supplier.

Once the payment application percent complete is approved, our Construction Manager will request that the contractor complete the payment application with required backup and will review it with the City for approval. Our Construction Manager will discuss prerequisites to a complete payment application with the City prior to the start of the project.

These prerequisites could include:

- Monthly Schedule Update with Current Status
- Material Invoices for Material On Hand But Not Installed

- Off Site Billed Material with Bill of Sale to Contractor and Proper Insurance for Stored Location
- Updated As-Built Documentation
- Up To Date SWPPP Documentation
- Up To Date Regulatory Reports

#### Task 3.2.1 – Contractor Claims and Change Orders

Under this sub-task our Construction Manager will:

- Identify, prepare, log and monitor all contractor or City initiated claims, changes, extra work and change orders.
- Negotiate all claims to an agreed contract/consultant/City conclusion.
- Submit change orders to the City for approval.
- Prepare a report providing statement of claim, extra work or change; background leading to issue; resolution alternatives; and resolution recommendation for action by the City.
- Prepare written justification and cost estimates for each change order and negotiate costs with the contractor.
- Review claims, extra work and change orders that require design modifications or clarifications, including revisions to drawings, details and specifications.
- Resolve claims, extra work and change orders for changes to the work and obtain City approval.
- All Change Orders affecting or changing the design intent will be coordinated with the Design Engineer. The Design Engineer will provide input to Construction Manager prior to Construction Manager responding to Potential Change Order (PCO's) or Change Order Requests (COR's).

#### Processing a Disputed Change Order

Prior to processing a disputed change order our Construction Manager will exhaust all reasonable remedies for resolving the dispute with the Contractor. ARCADIS' recommended change order review and negotiation best management practices are outlined below and the path we would follow prior to processing a disputed change.

#### Prompt Resolution of Changes in the Field

Critical to Cost Management is the prompt resolution of cost and schedule issues in the field. The most detailed knowledge of an issue resides in the field with the Contractor's personnel and the City's construction representative. We believe that it is best handled in the field and that providing qualified personnel in the field, ARCADIS will be able to resolve most issues in the field. When or if it does become necessary to elevate issues to a higher executive level, ARCADIS will ensure that all viable options for field resolution have been exhausted.

#### Use Established Cost Manuals

For most projects we recommend requiring an established estimating guide such as MEANS within the Contract Documents to establish labor productivity rates so that factor in negotiations is taken off the table.

#### Utilize Time and Material Procedures

Particularly for items of indefinite quantity where a Contractor will want to price in contingency on a lump sum proposal, it may be more effective to utilize the time and material procedures outline in the General Conditions to resolve the disputed item. This may be a means to resolve a dispute when merit for change is acknowledged.

#### Meet and Confer

If after field personnel have met at least a couple of times on the issue and both parties have done their due diligence to establish their factual position (independent cost estimates, material supplier quotes, etc.), the issue would need to be elevated to the executive management of the Contractor, ARCADIS and the City. A formal Meet and Confer conference would be established on site to discuss the issue.

### **Task 3.2.2 – Litigation Support (Optional Task)**

ARCADIS will provide as an **Optional Task**, the lead role and support to the City in resolving claims and disputes that potentially go to litigation including, written responses to Contractors and private parties, giving depositions, assisting with arbitration and litigation, serving as an expert witness, investigating claims for damages by private sources, and/or coordinating design services for replacement of damaged work and services made necessary if Contractor defaults.

### **Task 3.2.3 – Start-Up Coordination**

Under this sub-task ARCADIS will assist the City and Design Engineer in review of start-up and testing plans, and project commissioning plans for compliance with the requirements of the Contract Documents; and will oversee and document the Contractor's start-up, testing and commissioning activities.

### **Task 3.2.4 – Manufacture Training**

Under this sub-task ARCADIS will assist the City and Design Engineer in review manufacturer training plans required per the Contract Documents and will proctor the training to confirm compliance with approved training plans. The Construction Manager will coordinate the video recording the training sessions for future use and training of new City personnel.

#### **Task 3.2.5 – Record Drawings**

Under this sub-task our Construction Manager, Resident Engineers and/or Lead Inspectors will review the Contractor's "red-line" as-built drawings on a monthly basis to confirm the Contractor has met the prerequisite requirement for progress payments as identified under Task 3.1.9.

Subsequent to production of Record Drawings by the Design Engineer, ARCADIS will review the Record Drawings for accuracy relative to the "red-line" as-built drawings provided to the Design Engineer.

#### **Task 3.2.6 – Public Relations and Traffic**

Under this sub-task ARCADIS will coordinate with the public and with the Contractor to inform the public construction activities that will impact the community. We suggest the City of Carlsbad secure and engage the services of a public relations firm to develop and administer a focused public outreach program.

### **Task 400 – Project Closeout**

Under this task ARCADIS will provide the following services for project closeout and final acceptance by the City.

#### **Task 4.1.1 – Punchlists**

Under this sub-task ARCADIS will coordinate construction close-out by working with the Contractor in developing preliminary and final punchlists to finalize each item of work not yet signed off, and will conduct a final walk-thru on each project element prior to recommending final acceptance by the City.

#### **Task 4.1.2 – Project Closeout Report**

Under this sub-task ARCADIS will provide the City a detailed closeout report for each project element. This narrative will encompass the project from start to completion, including the initial and final schedules, the initial and final budgets, photographs documenting the progress of the work, and a final change order report. Arcadis will provide the city with a complete package of all electronic and paper files at the conclusion of the Project.

### **Task 500 – Allowance Services Beyond Contract Duration (2 months)**

Under this task ARCADIS will continue to provide Construction Management Services on a monthly basis if the Construction Contract is extended beyond the proposed 24 month period.

**City of Carlsbad  
Agua Hedionda Project  
Cost Proposal Summary**

<b>Task No.</b>	<b>Description</b>	<b>Total</b>
<b>100</b>	<b>Project Management</b>	<b>\$ 147,416</b>
00111	Track Project Progress and Schedule	\$ 13,444
	PM Set-up	
	PM Updates	
	Monthly Invoices	
00112	Sub Consultant Management	\$ 15,168
	Sub Consultant Agreements	
	Sub Consultant Invoices	
	Sub Consultant Coordination	
00113	Project Management Documentation	\$ 86,512
	File Set-up	
	Document Filing and Control	
00114	Progress Meetings	\$ 9,800
00115	QA/QC	\$ 22,492
<b>200</b>	<b>Bid Phase Assistance</b>	<b>\$54,534</b>
00211	Pre-Bid Conference	\$ 3,230
00212	Respond to Bidder's Questions	\$ 10,735
00213	Addendum Assistance	\$ 10,166
00214	Bid Review Assistance	\$ 1,999
00215	Review Confirmed Contract Documents	\$ 3,339
00216	Review Front End Documents	\$ 25,065
<b>300</b>	<b>Construction Phase Services</b>	<b>\$2,999,260</b>
00311	Pre-Construction Conference	\$ 4,383
00312	Construction Management Documentation	\$ 38,480
00313	Photo Documentation	\$ 12,864
00314	Construction Progress Meetings	\$ 17,154
00315	CPM Schedule Reviews	\$ 58,850
00316	Shop Drawing/Submittal Processing/Review	\$ 60,446
00317	RFI/RFD Processing/Review	\$ 58,330
00318	Inspection and Testing	\$ 2,650,910
00319	Progress Payment Processing/Review	\$ 9,000
00321	Change Order/Claims Processing/Review	\$ 23,216
00323	Start-Up Assistance/Coordination	\$ 27,760
00324	Proctor Manufacturer Training	\$ 13,640
00325	Record Drawings Review/Approval	\$ 8,260
00326	Public Relations & Traffic	\$ 15,966
<b>400</b>	<b>Project Closeout</b>	<b>\$ 20,244</b>
00411	Punchlist Development and Tracking	\$ 7,000
00412	Project Closeout Report	\$ 13,244
<b>500</b>	<b>Allowance Services Beyond Contract Duration</b>	<b>\$ 92,585</b>
<b>Total</b>		<b>\$ 3,314,039</b>

City of Carlsbad  
Agua Hedionda Project  
Cost Proposal for Construction Management and Inspection Services

Task No.	Description	PERSONNEL										EQUIPMENT				COC's	Total
		Firm, Marvin	Schwartz, Prutz	Westwood, Ann	Ward, Richard	Seibert, Jeff	Smith, Nancy	Submittal, Laid	Client Rep	ARC Total	ARC Labor Cost	Machine	Material	Transportation	Subcontractor		
		Contract	Rate	Contract	Rate	Contract	Rate	Contract	Rate	Contract	Rate	Contract	Rate	Contract	Rate		
00100	Project Management	282	12	82	12	12	12	12	12	12	12	12	12	12	12		
00111	Track Project Progress and Schedule	52	12	12	12	12	12	12	12	12	12	12	12	12	12		
00112	PH Setup	4	12	12	12	12	12	12	12	12	12	12	12	12	12		
00113	Monthly Invoices	12	12	12	12	12	12	12	12	12	12	12	12	12	12		
00114	Sub Consultant Management	36	12	12	12	12	12	12	12	12	12	12	12	12	12		
00115	Sub Consultant Agreements	9	12	12	12	12	12	12	12	12	12	12	12	12	12		
00116	Sub Consultant Invoices	24	12	12	12	12	12	12	12	12	12	12	12	12	12		
00117	Sub Consultant Coordination	36	12	12	12	12	12	12	12	12	12	12	12	12	12		
00118	Project Management Documentation	96	12	12	12	12	12	12	12	12	12	12	12	12	12		
00119	File Setup	8	12	12	12	12	12	12	12	12	12	12	12	12	12		
00120	Document Page and Control	88	12	12	12	12	12	12	12	12	12	12	12	12	12		
00121	Progress Meetings	80	12	12	12	12	12	12	12	12	12	12	12	12	12		
00122	QA/QC	16	12	12	12	12	12	12	12	12	12	12	12	12	12		
00123	Sub Phase Activities	16	12	12	12	12	12	12	12	12	12	12	12	12	12		
00124	Pre-Bid Conference	8	12	12	12	12	12	12	12	12	12	12	12	12	12		
00125	Respond to Bidder's Questions	12	12	12	12	12	12	12	12	12	12	12	12	12	12		
00126	Attendance Assistance	16	12	12	12	12	12	12	12	12	12	12	12	12	12		
00127	Pre-Bid Assistance	2	12	12	12	12	12	12	12	12	12	12	12	12	12		
00128	Review Estimated Contract Documents	6	12	12	12	12	12	12	12	12	12	12	12	12	12		
00129	Review Final Bid Documents	72	12	12	12	12	12	12	12	12	12	12	12	12	12		
00130	Construction Phase Services	808	12	12	12	12	12	12	12	12	12	12	12	12	12		
00131	Pre-Construction Conference	8	12	12	12	12	12	12	12	12	12	12	12	12	12		
00132	Construction Management Documentation	90	12	12	12	12	12	12	12	12	12	12	12	12	12		
00133	Photo Documentation	12	12	12	12	12	12	12	12	12	12	12	12	12	12		
00134	Construction Progress Meetings	52	12	12	12	12	12	12	12	12	12	12	12	12	12		
00135	CPM Schedule Reviews	20	12	12	12	12	12	12	12	12	12	12	12	12	12		
00136	Site Orientation/Preconstruction Review	20	12	12	12	12	12	12	12	12	12	12	12	12	12		
00137	RHAPD Progress Review	20	12	12	12	12	12	12	12	12	12	12	12	12	12		
00138	Inspection and Testing	172	12	12	12	12	12	12	12	12	12	12	12	12	12		
00139	Program Payment Processing Review	3000	12	12	12	12	12	12	12	12	12	12	12	12	12		
00140	Change Order/Change Processing Review	40	12	12	12	12	12	12	12	12	12	12	12	12	12		
00141	Start-Up Assistance/Coordination	80	12	12	12	12	12	12	12	12	12	12	12	12	12		
00142	Photo Documentation/Training	80	12	12	12	12	12	12	12	12	12	12	12	12	12		
00143	Record Drawings Review/Approval	96	12	12	12	12	12	12	12	12	12	12	12	12	12		
00144	Public Relations & Traffic	24	12	12	12	12	12	12	12	12	12	12	12	12	12		
00145	Project Closeout	12	12	12	12	12	12	12	12	12	12	12	12	12	12		
00146	Parade Development and Training	40	12	12	12	12	12	12	12	12	12	12	12	12	12		
00147	Project Closeout Report	12	12	12	12	12	12	12	12	12	12	12	12	12	12		
00148	Alternative Services Beyond Contract Duration	12	12	12	12	12	12	12	12	12	12	12	12	12	12		
00149	Total Hours	1,084	12	12	12	12	12	12	12	12	12	12	12	12	12		
00150	Total	1,084	12	12	12	12	12	12	12	12	12	12	12	12	12		

October 15, 2014

Mr. Terry Smith, Senior Engineer  
City of Carlsbad  
Utilities Department – Engineering Division  
1635 Faraday Avenue  
Carlsbad, CA 92008

**Re: Revised Proposal for Vista/Carlsbad Interceptor Sewer and Agua Hedionda  
Lift Station Replacement Project**  
*Construction Management and Inspection Services (CIP Nos. 3886, 3492 and 3949)*

Dear Mr. Smith,

ARCADIS is pleased to submit this revised proposal to provide the *Construction Management and Inspection Services* in accordance with the requirements specified in your Request for Proposal and the subsequent ARCADIS proposal dated June 14, 2012 for the subject project.

**REVISIONS TO ARCADIS JUNE 14, 2012 PROPOSAL**

This revised proposal incorporates changes to reflect the following.

1. Our original proposal included the *Constructability Review* effort which was subsequently done under a separate contract with the City. Therefore, the efforts and costs associated with the *Constructability Review* now need to be deleted from the labor efforts and costs that were included in our original proposal dated June 14, 2012.
2. Re-structuring of the Construction Contract to a single construction contract versus the multiple construction contracts identified in the RFP and used to develop our proposal dated June 2012 precipitates our need to re-allocate hours for our on-site Construction Management, Resident Engineering and Inspection staff. This reallocation of hours was developed by our Contact Manager, Construction Manager and Resident Engineer.
3. Escalation of costs to a new mid-point of construction based on an anticipated NTP with construction in January 2013 identified in the RFP and used to develop our proposal dated June 2012 versus the currently anticipated NTP with construction in mid-January 2015 precipitates our need to escalate our cost proposal for *Construction Management and Inspection Services*. The requested escalation is based on an annual rate of 3%.
4. Due to the changes which occurred when multiple construction contracts were restructured into a single contract, we modified the role of two of the project staff, as follows:



- a. Mark Sullivan will assume the role of Project Construction Manager. Mark will also act as the Resident Engineer on the pipeline work.
- b. Franz Schauer will act as the Resident Engineer on the pump station and bridge portions of the project.

The project hours have been re-calculated to account for this change.

5. Additional underground pipeline inspection services were added to ensure quality assurance of the pipeline portion of the Project.

#### SCOPE OF WORK

The attached Scope of Work, Exhibit "A", including task-by-task labor efforts, define the scope of our Construction Management proposal. The scope of work remains identical to that included in our June 14, 2012 Proposal with the exception of reallocation of staff hours as identified under Item 2 above. However, this revised proposal includes the identification of sub-tasks under each main task included in our June 14, 2012 Proposal to better track and control our labor efforts and expenditures.

#### COST PROPOSAL

The attached Cost Proposal spreadsheet identifies our task-by-task labor efforts/fees for the ARCADIS team members and sub-consultants, and other direct costs (including onsite soils and materials testing) for *the Construction Management and Inspection Services* for the currently anticipated 24 month construction project.

Our total estimated cost for this project is \$3,314,039. We are prepared to undertake and complete this project under a lump sum contract basis or under a "not-to-exceed" time and materials contract basis.

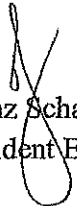
We have also estimated an average monthly cost of \$46,000 for construction management, resident engineering and inspection services that should be set aside as an "allowance" should the duration of construction be greater than the currently anticipated 24 month construction period.

Thank you for the opportunity to submit this proposal and we look forward with enthusiasm to initiating these efforts and to continuing to work with the City on this project. If you have any questions regarding our proposal or if you want us to present this proposal to the Cities of Carlsbad and Vista please contact Franz Schauer at 760-880-0014.

Sincerely,

ARCADIS U.S, Inc.

Marvin Flynn  
Contract Manager

  
Franz Schauer  
Resident Engineer

Mark Sullivan  
Construction Manager

October 15, 2014

**Mr. Terry Smith, Senior Engineer**  
City of Carlsbad  
Utilities Department – Engineering  
Division  
1635 Faraday Avenue  
Carlsbad, CA 92008

Cc: Mark Biskup

### Cost Proposal Rate Confirmation

**Vista/Carlsbad Interceptor Sewer and Agua Hedionda Lift Station Replacement Project**  
*Construction Management and Inspection Services (CIP Nos. 3886, 3492 and 3949)*

Dear Mr. Smith,

The rates shown on the detailed Cost Proposal will remain effective through the calendar year of 2016.

Rates are as follows:

#### ARCADIS

Marvin Flynn	Contract Manager	\$172
Franz Schauer	Resident Engineer	\$175
Jon Westervelt	Project Officer	\$198
Glenn Suchor	PS/Pipeline Inspector	\$135
Richard Norco	Scheduler	\$140
Jeff Sokol	Electrical	\$195
Kenny Smith	I&C	\$160
Liezl Sobejana	Document Control	\$50
Subconsultant/Client Rep	Cost Control	\$75

#### SUBCONSULTANTS

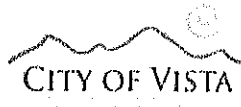
Mark Sullivan	Construction Manager	\$140
H-M	Tunnel Consultant	\$190
SCST	Materials Testing	\$60
MJS	Pipeline and PW Inspector	\$100
Dudek	Pipeline/Tunnel Inspector	\$130

For your records,

  
Franz Schauer  
Resident Engineer



**CITY OF  
CARLSBAD**  
CALIFORNIA



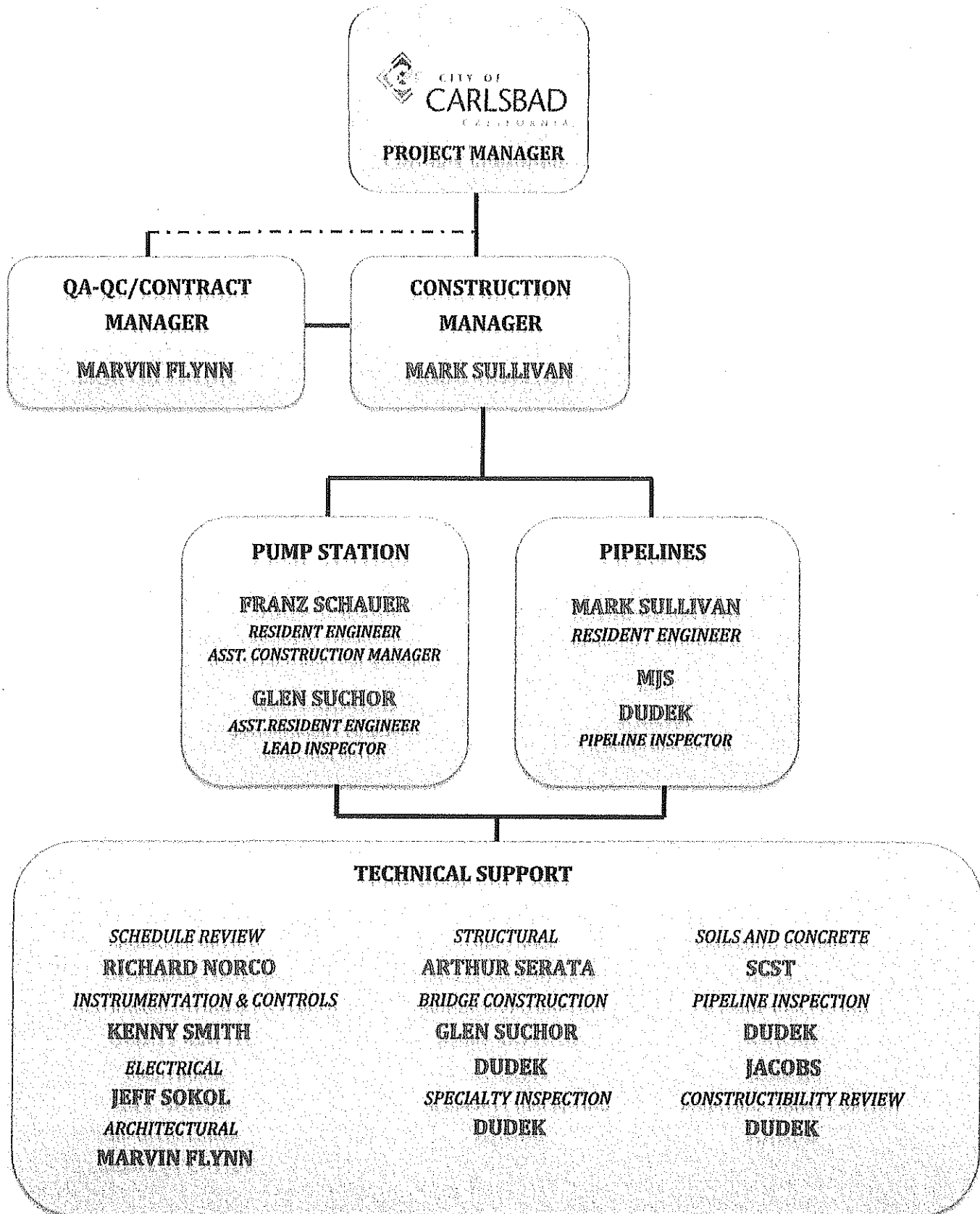
**CITY OF VISTA**  
CALIFORNIA



**ARCADIS**  
Infrastructure, environment, buildings

## ORGANIZATION CHART

**Vista/Carlsbad Interceptor Sewer and Agua Hedionda Lift Station Replacement Project**  
*Construction Management and Inspection Services (CIP Nos. 3886, 3492 and 3949)*







# CITY OF CARLSBAD – AGENDA BILL

5

AB#	21,776	APPROVING A MEDIAN MAINTENANCE AGREEMENT WITH LEVINE INVESTMENTS LIMITED PARTNERSHIP AT 6155 EL CAMINO REAL (VIASAT LOT 1), PROJECT NO. SUP 98-03(D)	DEPT. DIRECTOR	<i>[Signature]</i>
MTG.	11/04/2014		CITY ATTORNEY	<i>RK</i>
DEPT.	CED		CITY MANAGER	<i>[Signature]</i>

Adopt Resolution No. 2014-258 approving a median maintenance agreement with Levine Investments Limited Partnership, an Arizona Limited Partnership (Levine Investments) at 6155 El Camino Real (ViaSat Lot 1), Project No. SUP 98-03(D).

## ITEM EXPLANATION:

Pursuant to Condition No. 35 of Planning Commission Resolution No. 7030, the property owner has executed a Median Maintenance Agreement for El Camino Real at ViaSat Lot 1. This agreement addresses the maintenance of private landscaping and irrigation in the raised median and right-of-way of El Camino Real near the intersection of El Camino Real and Gateway Road. The agreement transfers maintenance obligations, costs and liability for non-standard landscape improvements in the median to Levine Investments.

This Agreement has been reviewed by Planning, Engineering, Finance and the City Attorney's Office. Based on staff's review, this agreement satisfies condition No. 35 of Planning Commission Resolution No. 7030. Therefore, staff recommends approval of this agreement.

## FISCAL IMPACT:

Median landscape and irrigation maintenance will be performed by Levine Investments. If Levine investments fails to maintain the landscaping and irrigation, in accordance with the terms of this agreement, the city may take over the maintenance and invoice Levine Investments or ultimately lien the property for all costs incurred by the city. The city will continue to assess Levine Investments median maintenance costs for city-wide medians located outside the subject Property and Medians limits pursuant to the rights of the Lighting and Landscaping District #1.

## ENVIRONMENTAL IMPACT:

The approval of a median maintenance agreement is a ministerial process and is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Carlsbad Municipal Code Section 19.04.070 A.1.a.

## EXHIBITS:

- Resolution No. 2014-258 approving a median maintenance agreement with Levine Investments Limited Partnership, at 6155 El Camino Real (ViaSat Lot 1), Project No. SUP 98-03(D).
- Location Map.
- Median Maintenance Agreement for El Camino Real at ViaSat Lot 1, Project No. SUP 98-03(D).

DEPARTMENT CONTACT: David Rick 760-602-2781 [david.rick@carlsbadca.gov](mailto:david.rick@carlsbadca.gov)

### FOR CITY CLERKS USE ONLY

#### COUNCIL ACTION:

APPROVED

☐

DENIED

☐

CONTINUED

☐

WITHDRAWN

☐

AMENDED

☐

CONTINUED TO DATE SPECIFIC

☐

CONTINUED TO DATE UNKNOWN

☐

RETURNED TO STAFF

☐

OTHER – SEE MINUTES

☐

## RESOLUTION NO. 2014-258

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, APPROVING A MEDIAN MAINTENANCE AGREEMENT WITH LEVINE INVESTMENTS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP FOR EL CAMINO REAL AT VIASAT LOT 1, PROJECT NO. SUP 98-03(D).

WHEREAS, the Property Owner, Levine Investments Limited Partnership, an Arizona Limited Partnership, has executed a Median Maintenance Agreement for El Camino Real at ViaSat Lot 1 and has submitted the Agreement to the City of Carlsbad for approval; and

WHEREAS, the Property Owner has submitted this agreement pursuant to Condition No. 35 of Planning Commission Resolution No. 7030; and

WHEREAS, staff recommends approval of this Agreement in that it satisfies condition No. 35 of Planning Commission Resolution No. 7030.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the Median Maintenance Agreement for El Camino Real at ViaSat Lot 1, Project No. SUP 98-03(D), between Levine Investments Limited Partnership, an Arizona Limited Partnership and the City of Carlsbad, which is attached hereto and incorporated herein by reference, is hereby approved and the Mayor is authorized and directed to execute said Agreement.
3. That the City Clerk is authorized to forward said Agreement to the Office of the County Recorder for recordation.

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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City  
of Carlsbad on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote, to wit:

AYES:

NOES:

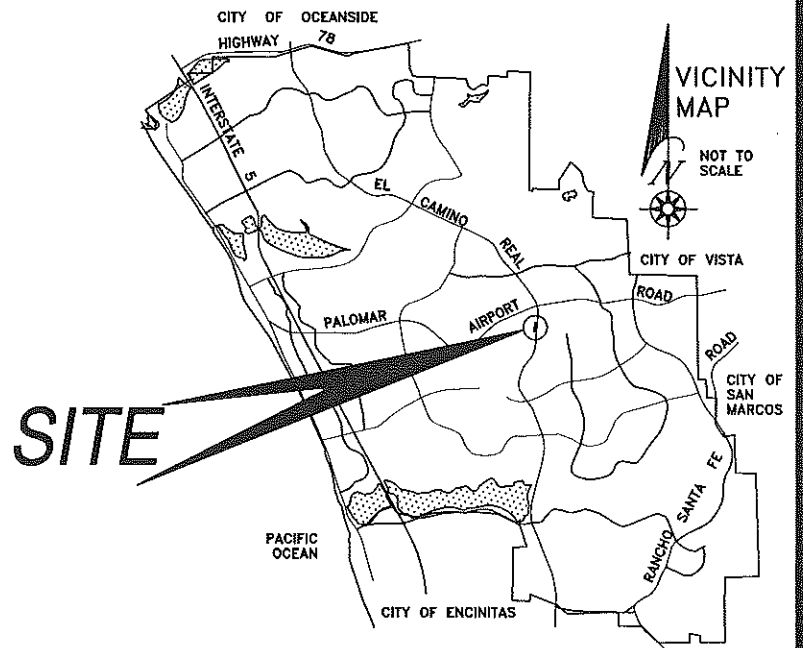
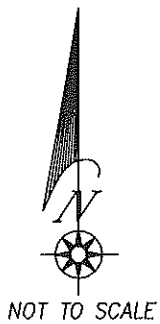
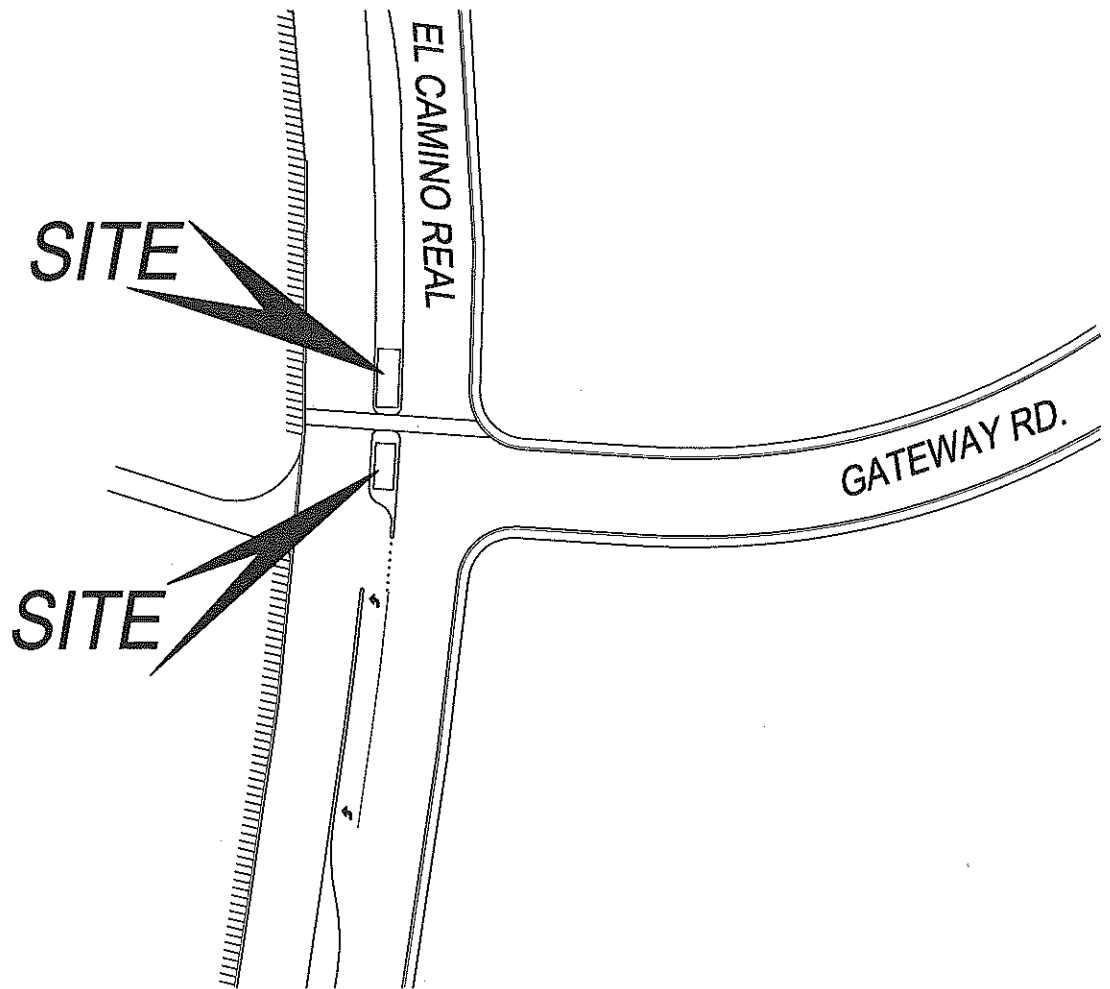
ABSENT:

\_\_\_\_\_  
MATT HALL, Mayor

ATTEST:

\_\_\_\_\_  
BARBARA ENGLESON, City Clerk  
(SEAL)

# LOCATION MAP



PROJECT NAME

**EL CAMINO REAL AT VIASAT  
LOT 1**

PROJECT  
NUMBER  
**SUP98-03(D)**

EXHIBIT  
**2**



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City Clerk  
CITY OF CARLSBAD  
1200 Carlsbad Village Drive  
Carlsbad, CA 92008

---

Space Above This Line for Recorder's Use Only (Gov. Code 27361.6)

**ASSESSOR'S PARCEL NO.:** 213-100-01-00

**PROJECT ID:** SUP 98-03(D)

**PROJECT NAME:** El Camino Real at Viasat Lot 1

**RELATED PROJECT ID:** SUP 14-04(A)

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### **MEDIAN MAINTENANCE AGREEMENT**

This Agreement is made by and between Levine Investments Limited Partnership, an Arizona Limited Partnership, by and through its General Partner, Keim, Inc., an Arizona Corporation (collectively referred to as "Levine Investments Limited Partnership") and the City of Carlsbad, a municipal corporation ("City"), (collectively, "Parties").

### **RECITALS**

WHEREAS, Levine Investments Limited Partnership owns certain real property in the City of Carlsbad, County of San Diego, and State of California, known as Viasat Lot 1 (APN 213-100-01-00), more properly described in "Exhibit A," attached hereto and incorporated herein ("Property"); and,

WHEREAS, adjacent to Property are landscaped medians, which are owned by City and situated in or pertaining to the middle of El Camino Real road, also owned by City, which are more properly described in "Exhibit B", attached hereto and incorporated herein ("Median");

WHEREAS, Levine Investments Limited Partnership seeks to assume the right to ingress and egress Median to remove all existing plant materials, repair the existing irrigation as needed and reinstall new plant materials, and to provide ongoing, constant, consistent and permanent maintenance of the hard and soft landscaping and irrigation located within the Medians, for the practical and aesthetic benefit of Levine Investments Limited Partnership as well as the citizens of City and all members of the public who may view the landscaped Medians;

WHEREAS, Property and Median are located within Street Lighting and Landscaping District #1 ("District"). District is a financing mechanism to fund the maintenance and replacement of certain improvements within the right-of-way including median landscaping & irrigation; and,

WHEREAS, in lieu of District performing maintenance of Medians, the Owner shall perform said maintenance. The District will continue to assess Property medians maintenance costs for city-wide medians located outside Property and Medians limits pursuant to the rights of the District.

NOW, THEREFORE, in consideration of the above recitals and mutual covenants herein, the Parties agree as set forth below.

**1. City Transfer of Right to Replant and Maintain Medians:**

City does hereby transfer the right to ingress and egress upon, to remove all existing plant materials, repair the existing irrigation as needed, reinstall new plant materials and otherwise provide and undertake all regular, routine, consistent and permanent maintenance of all Medians, as more properly described in "Exhibit B", to Levine Investments Limited Partnership, subject to the terms and conditions contained in this Agreement.

**2. Median Improvements:**

Levine Investments Limited Partnership has prepared plans to remove all existing plant materials, repair the existing irrigation as needed, reinstall new plant materials and irrigation within the Medians in accordance with the Carlsbad Municipal Code, the Carlsbad Landscape Manual, the Carlsbad Community Forest Management Plan, and all other applicable City policies, regulations, and standards, all as shown on the approved landscape and irrigation plan (collectively "Landscape and Irrigation Plans") referenced on DWG 483-3 on file with the City. At the time of installation of Median hardscape, the hardscape will be evaluated in conjunction with City staff for condition and state of repair. Levine Investments Limited Partnership will not be responsible for any pre-existing damage to the Median hardscape or landscape. Levine Investments Limited Partnership will be responsible for any future damage caused by the installation or growth of the new plant materials and irrigation systems.

**3. Median Maintenance by Levine Investments Limited Partnership:**

Levine Investments Limited Partnership agrees, at its sole cost and expense, to maintain, repair, and replace, the Medians described herein. The locations of Medians covered by this Agreement are described in "Exhibit B", attached hereto. The maintenance obligations are described as:

6

- a. Levine Investments Limited Partnership shall perform all necessary maintenance on Medians in accordance with the Carlsbad Municipal Code, the Carlsbad Landscape Manual, the Carlsbad Community Forest Management Plan, and all other applicable City policies, regulations, and standards, except where modified per the approved Landscape and Irrigation Plans, DWG 483-3, including but not limited to, median trees, turf, shrubbery, groundcover, irrigation and hardscape to ensure Medians are maintained in a healthy, hearty, high-quality condition. The soft and hardscape maintenance specifications and frequency schedules shall at minimum be consistent with such specifications and schedules of the city-wide medians maintenance services of the then current city-wide medians maintenance services agreement. Maintenance includes, but is not limited to, watering, fertilizing, trimming, pruning, staking, utilities, root barriers, pesticides, and planting replacements. Levine Investments Limited Partnership shall install only those species of plants as approved by the City in accordance with the approved Landscape and Irrigation plans, DWG 483-3, on file with the City. Levine Investments Limited Partnership is responsible to maintain plants in locations as shown on the approved Landscape and Irrigation Plans. Levine Investments Limited Partnership shall not remove or relocate plants to alternate locations without written prior approval from the City. Levine Investments Limited Partnership shall perform maintenance to prevent and, if necessary, address any immediate health and safety concerns including but not limited to fallen trees, overgrowth into vehicular or pedestrian travel way root damage to Median paving/hardscape (excluding any damage existing at the time of this Agreement per Section 2. Median Improvements above), sidewalks, and visual impairments related to traffic movements. All maintenance activities in this paragraph are described as "Medians Maintenance", hereinafter. Unless otherwise approved by the City, all plants removed due to death shall be replaced by the Levine Investments Limited Partnership with a plant of the same species as the one removed, and within the same vicinity as the one removed. If replacing a Medians tree, the replacement tree shall be of a minimum 15-gallon container size. If replacing a Medians shrub, the replacement shrub shall be a minimum 5-gallon container size. All replacements shall be installed by the Levine Investments Limited Partnership no later than 45 days from the date the prior plant was removed.

**4. Medians Irrigation and Utilities:**

Levine Investments Limited Partnership, at its sole cost and expense, shall provide for all ongoing irrigation required to ensure adequate growth and, once established, to maintain the Medians covered by this Agreement. Levine Investments Limited Partnership is responsible to maintain all Irrigation Improvements as shown on the Landscape and Irrigation Plans ("Irrigation Improvements"). Levine Investments Limited Partnership shall perform necessary inspections of irrigations systems and controllers to make adjustments of seasonal water demands and irrigation heads to provide the necessary water for Medians. Irrigation systems maintenance specifications and frequency schedules shall at minimum meet such specifications

and schedules of the then current city-wide medians maintenance services agreement.

**5. Permits Required:**

Levine Investments Limited Partnership shall obtain all necessary permits required to perform Medians Maintenance in City right-of-way through the City's Community and Economic Development Department. However, Levine Investments Limited Partnership shall not be required to pay fees for obtaining the necessary permits.

**6. Responsibility of Plans:**

Approval of the Landscape and Irrigation Plans by the City shall not constitute an assumption by the City of any responsibility for such damage, costs, etc. City shall not be an insurer or surety for the design, construction or maintenance of the Medians pursuant to the Landscape and Irrigation Plans, nor shall any officer or employee thereof be liable or responsible for any accident, loss or damage happening or occurring while performing Medians Maintenance as specified in this Agreement.

**7. District:**

In lieu of District performing maintenance of Medians, Levine Investments Limited Partnership shall perform said maintenance and, provided Medians Maintenance is performed pursuant to the terms of this Agreement, District will not perform medians maintenance within Medians limits. However, District will continue to assess Property medians maintenance costs for city-wide medians.

**8. Failure to Perform the Terms of the Agreement by Levine Investments Limited Partnership:**

In the event that the Levine Investments Limited Partnership fails to perform Medians Maintenance, the failure may be considered a breach of terms of this Agreement. The City is the sole arbiter to evaluate the Levine Investments Limited Partnership performance of Medians Maintenance. The City has the option to provide Levine Investments Limited Partnership an opportunity to remedy and cure the breach within a finite period of time, or, alternatively, the City may elect, in the public's interest that the District take over Medians Maintenance. Upon the City's determination, the City shall provide written notice to inform Levine Investments Limited Partnership that either Levine Investments Limited Partnership shall remedy and cure the breach or the District intends take over Medians Maintenance covered by this Agreement. If the District takes over the responsibility of the Medians Maintenance, its duty to provide the maintenance shall commence on the 90th day after Levine Investments Limited Partnership's receipt of said notice. Further, if the District takes over responsibility of the Medians Maintenance, the City may terminate this Agreement.

Notwithstanding this section, all Medians within the Property will continue to be annually assessed at the assessment rate most recently approved by City Council, consistent with the District requirements.

**9. Successors and Assigns:**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

**10. Termination:**

This Agreement may only be terminated by the Parties for cause based upon a material breach of the Agreement and a failure to cure the breach by the breaching party after being provided notice of default and a reasonable opportunity to cure said default.

If this Agreement is terminated for cause, then Levine Investments Limited Partnership, at its sole cost and expense, shall return Medians to City standards in accordance with the then current Carlsbad Municipal Code, the Carlsbad Landscape Manual, the Carlsbad Community Forest Management Plan, and all other applicable City policies, regulations, and standards within 90 days of termination of the Agreement. Prior to returning Medians to City standards, and in conjunction with the written notice, Levine Investments Limited Partnership shall submit landscape and irrigation plans for approval by the City. Within 30 days after submittal, the City shall provide Levine Investments Limited Partnership with a plan review response, and shall not unreasonably withhold its subsequent approval of said plans upon incorporation of any/all comments and corrections, relative to the above referenced City standards, on that plan review response. If Levine Investments Limited Partnership fails to return Medians to City standards within 90 days of termination of the Agreement, the City shall have the right, but not the obligation to return Medians to City standards. If the City returns Medians to City standards, City may elect, at its own discretion, to invoice Levine Investments Limited Partnership for the costs the City incurred to return Medians to City standards. Levine Investments Limited Partnership shall be responsible to reimburse the City as outlined in Section 11 below.

If pursuant to ¶ 8 above, the City elects to have the District take over the responsibility of the Medians Maintenance and thus terminates this Agreement for convenience, then the City, at its sole cost and expense, shall have the right, but not the obligation to return Medians to City standards in accordance with the then current Carlsbad Municipal Code, the Carlsbad Landscape Manual, the Carlsbad Community Forest Management Plan, and all other applicable City policies, regulations, and standards within 90 days of termination of the Agreement.

**11. Lien Capability:**

Subsequent to Levine Investments Limited Partnership notice as provided for in Section 8 above, and Levine Investments Limited Partnership's failure to remedy and cure the breach of this Agreement, the City may have the right, but not the obligation to perform certain Medians Maintenance to address issues that may involve public safety and the welfare of the public ("Public Safety Medians Maintenance"). The City may elect, at its own discretion, to invoice Levine Investments Limited Partnership for the costs the City incurred to perform Public Safety Medians Maintenance, or work as described in Section 10 above, within the scope of this Agreement ("Invoice"). Levine Investments Limited Partnership shall pay the full invoiced amount within 60 days of the date of the Invoice. If after 60 days

of non-payment of said Invoice, the amount listed on the Invoice shall constitute a lien on Levine Investments Limited Partnership's Property and City may enforce said lien with all available remedies in accordance with the applicable law.

**12. Indemnity:**

Levine Investments Limited Partnership shall defend, indemnify and hold harmless the City, its officers, employees and agents from any actions, suits, claims, damages to persons or property, costs, including attorney's fees, penalties, obligations, errors, omissions, demands, liability, or loss that may be asserted or claimed by any persons, firm, or entity arising from the Levine Investments Limited Partnership's performance of Medians Maintenance, or lack thereof as required in this Agreement, unless such action, suit, claim, or damages arises from the sole negligence of the City, its officers, employees and agents.

**13. Notices:**

Any notice which is required or may be given pursuant to this Agreement shall be sent in writing by United States mail, first class, postage pre-paid, registered or certified with return receipt requested, or by other comparable commercial means and addressed as follows:

If to the City:

City Engineer  
City of Carlsbad  
1635 Faraday Avenue  
Carlsbad CA 92008

If to Levine Investments Limited Partnership:

Levine Investments Limited Partnership  
2201 East Camelback Rd., Ste. 650  
Phoenix, AZ 85016

A party's address may be changed from time to time by providing notice to the other party in the manner described above.

**14. Capacity.**

Each party represents that the person(s) executing this Agreement on behalf of such party have the authority to execute this Agreement and by such signature(s) thereby bind such party.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the referenced dates.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

Levine Investments Limited Partnership,  
an Arizona Limited Partnership, by its  
General Partner, Keim, Inc., an Arizona  
Corporation

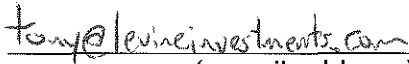
CITY OF CARLSBAD, a municipal  
corporation of the State of California

\*By:

  
\_\_\_\_\_  
(sign here)

William S. Levine, Chairman of Keim,  
Inc., an Arizona Corporation

\_\_\_\_\_  
(print name/title)

  
\_\_\_\_\_  
(e-mail address)

By:

\_\_\_\_\_  
City Manager or Designee

ATTEST:

\*\*By:

\_\_\_\_\_  
BARBARA ENGLESON  
City Clerk

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(print name/title)

\_\_\_\_\_  
(e-mail address)

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**\*Group A.**

Chairman,  
President, or  
Vice-President

**\*\*Group B.**

Secretary,  
Assistant Secretary,  
CFO or Assistant Treasurer

**Otherwise**, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER, City Attorney

By:   
\_\_\_\_\_  
Assistant City Attorney



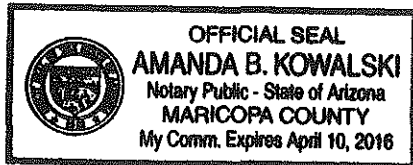
STATE OF ARIZONA )

) ss.

County of Maricopa )

On this, the 9<sup>th</sup> day of October, 2014 before me the undersigned Notary Public, personally appeared William S. Levine, the Chairman of Keim, Inc., the General Partner of Levine Investments Limited Partnership, the Member of Pivotal 650 California Street LLC, an Arizona limited liability company and acknowledged that he as such officer, being authorized to do so, executed the foregoing.

In witness whereof, I have hereunto set my hand and official seal.



Amanda B. Kowalski  
Notary Public

Notary Expiration Date: April 10, 2016

Description of document this notarial certificate is being attached to:

Type/Title	
Date of Document	
Number of Pages	
Add'l signers (other than those named in the notarial certificate)	

## EXHIBIT "A"

All that certain real property situated in the County of San Diego, State of California, described as follows:

Lot 1 of Carlsbad Tract No. 98-07, Lincoln Northpointe, in the City of Carlsbad, County of San Diego, State of California, according to Map thereof No. 13716, filed in the Office of the County Recorder of San Diego County, December 31, 1998.

Assessor's Parcel No: 213-100-01



## CITY OF CARLSBAD - AGENDA BILL

AB#	21,777	REPORT ON CITY INVESTMENTS	DEPT. HEAD <i>cy</i>
MTG.	11/4/14	AS OF SEPTEMBER 30, 2014	CITY ATTY. <i>FE</i>
DEPT.	TRS		CITY MGR.

### RECOMMENDED ACTION:

Accept and file report.

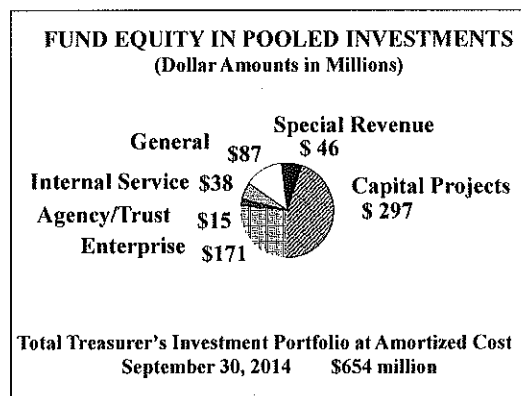
### ITEM EXPLANATION:

The City's Investment Policy requires the City Treasurer to report to the City Council on a monthly basis the status of the city's pooled investment portfolio. A quarterly report is also required for the investments of bond proceeds held separately. The city's pooled investment portfolio as of the month ended September 30, 2014 is summarized below.

Pooled Investment Portfolio (Cash and Securities)		
	Current Month	Prior Month
Par Value	652,752,457	649,542,132
Cost of Investments	657,402,713	654,410,834
Amortized Cost (1)	654,191,898	651,109,161
Market Value (2)	653,970,837	652,055,692

- (1) The cost of investments adjusted for amortized premiums and discounts.  
 (2) The amount at which the investments could be sold. Source of market values is Union Bank of California's custodial report as of 09/30/14.

The equity portion of the various funds in the total portfolio is summarized in the graph below. Fund balances are restricted for various purposes. See Exhibit 8 for a more detailed breakdown.



DEPARTMENT CONTACT: Nancy Sullivan (760) 602-2473 [Nancy.Sullivan@carlsbadca.gov](mailto:Nancy.Sullivan@carlsbadca.gov)

### **FOR CLERKS USE.** **COUNCIL ACTION:**

APPROVED ☐  
 DENIED ☐  
 CONTINUED ☐  
 WITHDRAWN ☐  
 AMENDED ☐

CONTINUED TO DATE SPECIFIC ☐  
 CONTINUED TO DATE UNKNOWN ☐  
 RETURNED TO STAFF ☐  
 OTHER – SEE MINUTES ☐  
 REPORT RECEIVED ☐

Pooled Investment Interest Income			
	Current Month FYTD	Prior Month FYTD	Current Month Income
Cash Income Fiscal Year-to-Date *	1,999,141	1,387,921	611,220

\*The cash income received is adjusted for any accrued interest purchased.

Pooled Investment Performance/Measurement			
	Average Life (Years)	Average Yield To Maturity	Modified Duration
JULY 2014	2.06	1.041%	1.996
AUGUST 2014	2.08	1.062%	2.029
SEPTEMBER 2014	2.03	1.031%	1.971

All pooled investments have been made in accordance with the city's Investment Policy adopted January 2, 1985 and last revised November 19, 2013. All investments were initially made in accordance with the city's Investment Policy. Events subsequent to the purchase might have resulted in some investments not being in compliance with the current policy. These events are typically a change in the city's Investment Policy, a change in the credit rating subsequent to a purchase, or a temporary reduction in total portfolio assets. See Exhibit 9 for details.

The pooled investment portfolio has the ability to meet the city's cash flow demands for the next six (6) months.

Investment Portfolio for Bond Proceeds		
	Current Quarter	Prior Quarter
Par Value	10,594,680	11,627,622
Cost	10,594,680	11,627,622

**FISCAL IMPACT:** None

**ENVIRONMENTAL IMPACT:** Pursuant to Public Resources Code section 21065, this action does not constitute a "project" within the meaning of CEQA in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

**EXHIBITS FOR POOLED INVESTMENTS:**

1. Investment Portfolio Breakdown By Amortized Cost, Market Value, Cash Income, and Average Yield
2. Investment Portfolio Breakdown Of Maturities
3. Yield Comparison Graph
4. Market Yield Curve

2

5. Cumulative Cash Income Graph
6. First Quarter Transactions
7. Detailed Investment Report
8. Fund Equity in Pooled Investments
9. Corporate Note and Commercial Paper Ratings
10. Percentage Weightings By Corporate Note Issuer

**EXHIBIT FOR INVESTMENTS OF BOND PROCEEDS HELD SEPARATELY:**

11. Detailed Investment Report – Quarterly Report

**EXHIBIT FOR SUMMARY OF OUTSTANDING HOUSING LOANS:**

12. Detail Of Outstanding Housing Loans – Quarterly Report

**CITY OF CARLSBAD INVESTMENT PORTFOLIO  
AS OF SEPTEMBER 30, 2014**

***BREAKDOWN BY AMORTIZED COST, MARKET VALUE, CASH INCOME, AND AVERAGE YIELD BY CLASS***

<u>Class</u>	<u>AMORTIZED COST</u>		<u>MARKET VALUE</u>		<u>Cash Income Year to Date</u>	<u>AVERAGE YIELD</u>	
	<u>Current Month</u>	<u>Prior Month</u>	<u>Current Month</u>	<u>Prior Month</u>		<u>Current Month</u>	<u>Prior Month</u>
CD	13,073,229	13,572,827	13,062,414	13,582,848	36,670	0.99	0.94
FN	2,499,521	2,497,467	2,499,925	2,499,500	0	1.02	1.02
TR	20,468,226	16,479,882	20,426,061	16,507,941	28,549	1.07	1.33
FA	330,314,176	338,818,103	329,327,366	338,631,313	949,343	1.14	1.16
CN	159,021,290	159,635,750	159,839,613	160,728,958	916,997	1.42	1.45
LAIF	124,113,000	117,441,000	124,113,000	117,441,000	67,404	0.25	0.25
CUSTODY	29	270	29	270	4	0.00	0.00
SWEEP	4,002,685	2,335,923	4,002,685	2,335,923	174	0.02	0.02
BANK ACCT	699,743	327,939	699,743	327,939	0	0.02	0.02
<b>TOTALS</b>	<b>\$654,191,898</b>	<b>\$651,109,161</b>	<b>\$653,970,837</b>	<b>\$652,055,692</b>	<b>1,999,141</b>	<b>1.03%</b>	<b>1.06%</b>

CD - Certificate of Deposit  
FN - Federal Discount Notes  
TR - US Treasury

FA - Federal Agency  
CN - Corporate Notes  
LAIF - Local Agency Investment Fund

Custody - Investment Cash account  
SWEEP - General Fund Overnight Cash account  
Bank Account - General Fund Cash account

**CITY OF CARLSBAD INVESTMENT PORTFOLIO  
AS OF SEPTEMBER 30, 2014**

***BREAKDOWN OF MATURITIES BY CLASSIFICATION AND LENGTH OF TIME***

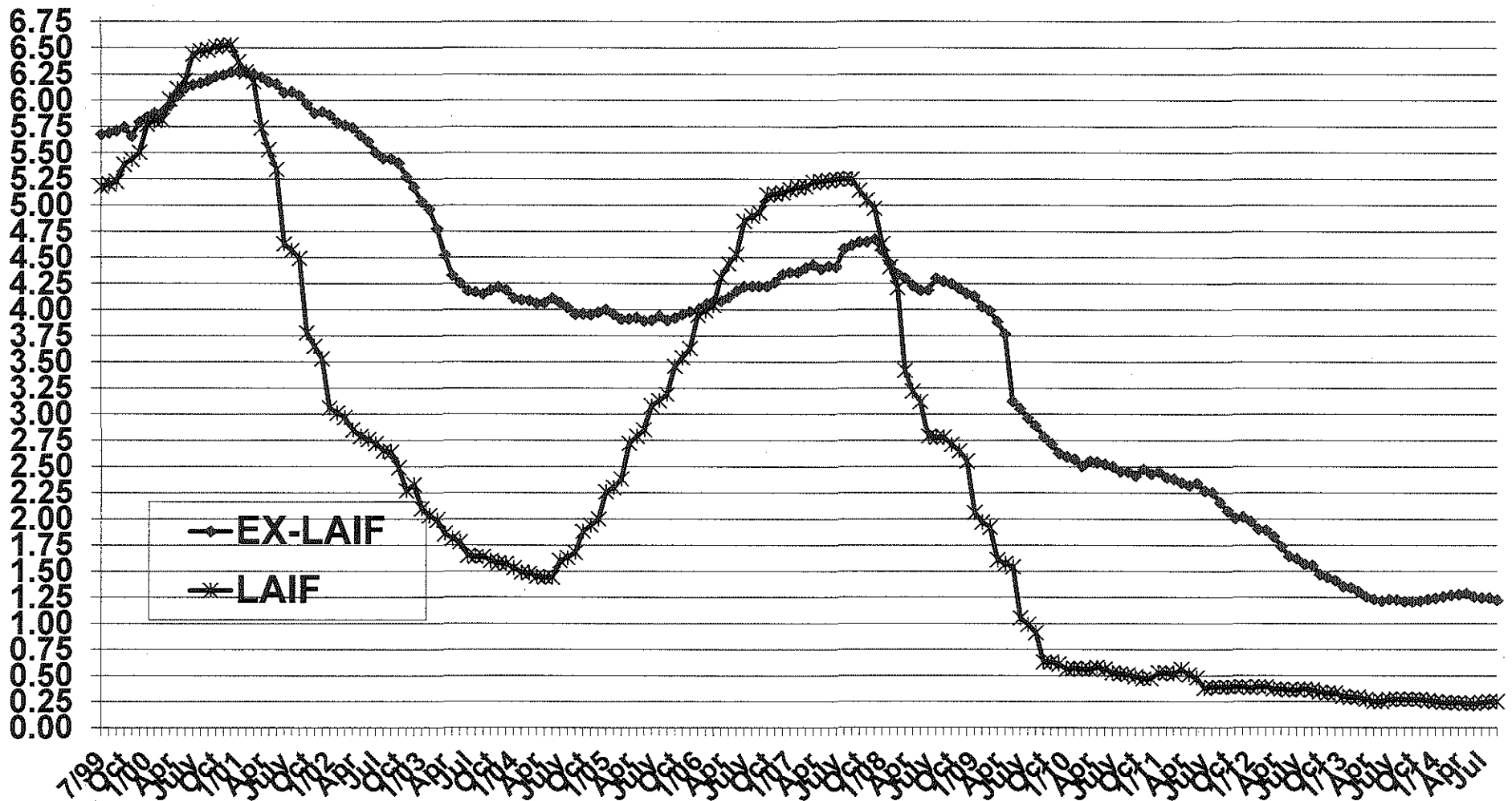
<u>CLASS</u>	<u>WITHIN 6 MONTHS</u>	<u>7 MONTHS TO 1 YEAR</u>	<u>1 TO 5 YEARS</u>	<u>TOTAL</u>	<u>% TOTAL</u>
CD	3,178,922	991,932	8,893,246	13,064,101	2.0%
FN	2,419,825	0	0	2,419,825	0.4%
TR	0	0	20,463,114	20,463,114	3.1%
FA	5,000,000	14,010,500	311,558,258	330,568,758	50.3%
CN	21,176,356	10,883,100	130,012,003	162,071,458	24.7% (2)
LAIF	124,113,000	0	0	124,113,000	18.9%
CUSTODY	29	0	0	29	0.0%
SWEEP	4,002,685	0	0	4,002,685	0.6%
BANK ACCT	699,743	0	0	699,743	0.1%
<b>TOTALS</b>	<b>\$160,590,560 (1)</b>	<b>\$25,885,532 (1)</b>	<b>\$470,926,621</b>	<b>\$657,402,713</b>	<b>100.0%</b>
<b>% TOTALS</b>	<b>24.4%</b>	<b>3.9%</b>	<b>71.6%</b>	<b>100.0%</b>	
Total within One Year		<b>\$186,476,093 (1)</b>			<b>28.4%</b>

**POLICY:** (1) Not less than \$151,429,000 to mature within one year. (2/3rds of current year operating budget of \$227,142,000.00)  
(2) Policy states that not more than 30% of portfolio is to be invested in corporate notes.

01

# YIELD COMPARISON

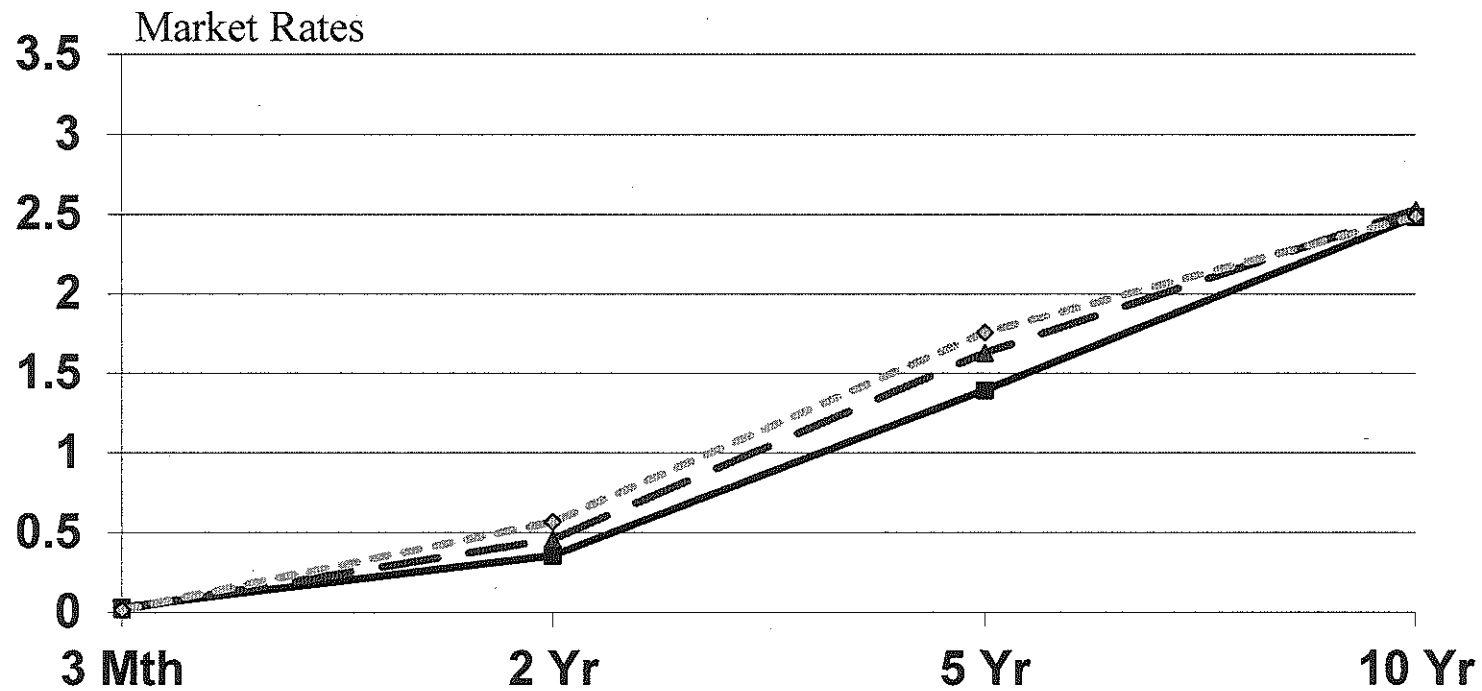
PORTFOLIO EX-LAIF VS. LAIF  
JULY 1999 – SEPTEMBER 2014





# MARKET YIELD CURVE

6/30/13, 6/30/14, 9/30/14

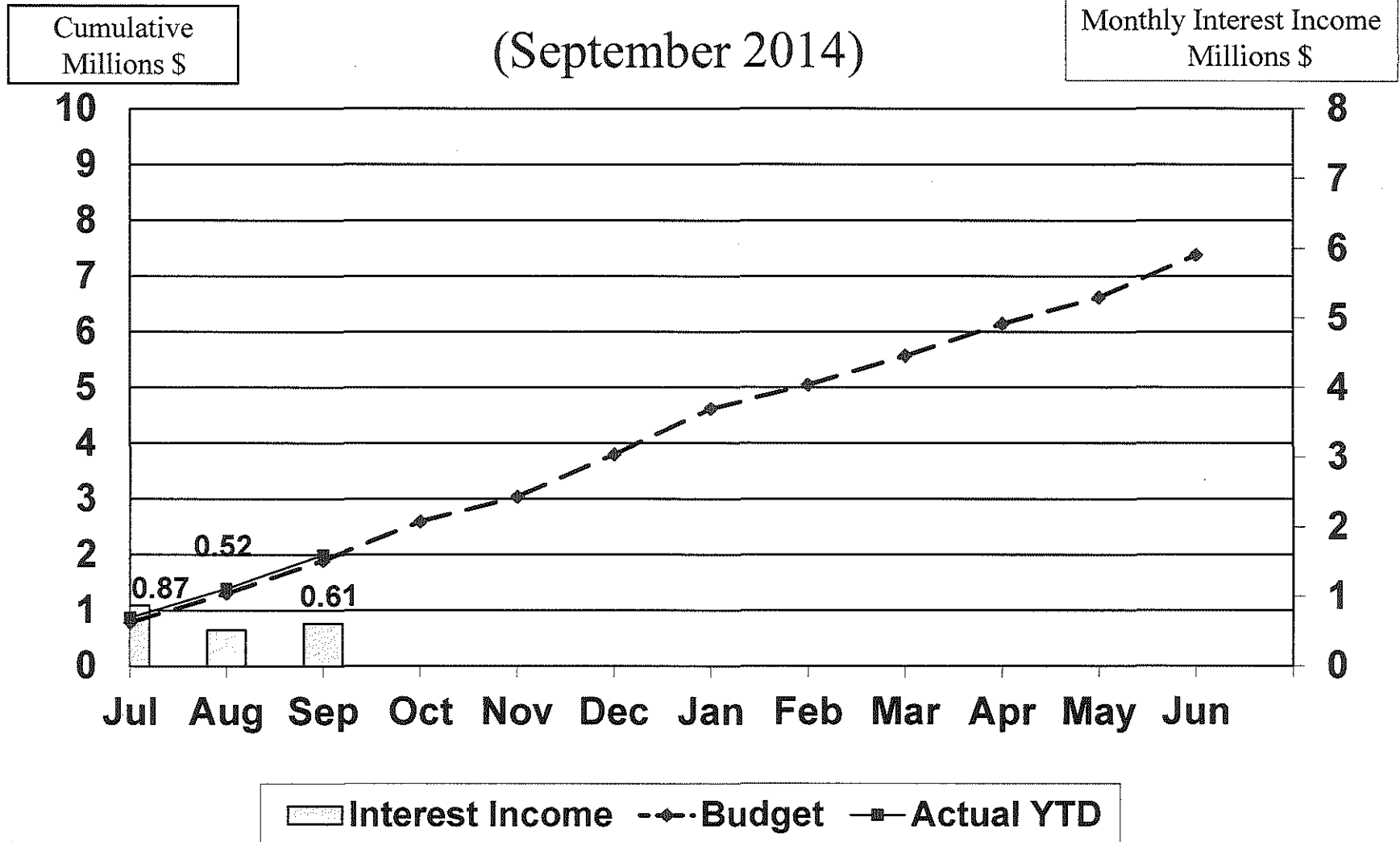


	3 Mth	2 Yr	5 Yr	10 Yr
6/30/2013	.03	.36	1.40	2.49
6/30/2014	.02	.46	1.63	2.53
9/30/2014	.02	.57	1.76	2.49

# Cumulative Cash Income

## FY14-15

(September 2014)



## TRANSACTIONS FOR PERIOD:

07/01/14 TO 09/30/14 1ST QUARTER 2014-2015

Trans Date	Investment Date	Type	Security	Call Date	Par Value	Coupon	Amount (Cost)	Return Rate	Interest	Investment Return
<b>BUYS</b>										
<b>JULY</b>										
07/15/14	07/16/14	TR	US TREASURY	N/A	4,000,000.00	1.500%	4,009,600.00	1.496%	237,900.00	4,247,500.00
07/23/14	07/24/14	TR	US TREASURY	N/A	2,000,000.00	1.500%	2,006,348.00	1.420%	116,749.83	2,123,097.83
07/15/14	07/18/14	FA	FHLB	10/18/2014	1,000,000.00	1.650%	991,430.00	1.830%	91,070.00	1,082,500.00
07/15/14	07/24/14	CD	AMERICAN EXPRESS	N/A	247,000.00	2.000%	247,000.00	2.000%	24,700.00	271,700.00
<b>AUGUST</b>										
07/31/14	08/01/14	TR	US TREASURY	N/A	2,515,000.00	1.625%	2,500,019.15	1.625%	219,213.54	2,719,232.69
07/31/14	08/20/14	FA	FHLMC	2/20/2015	2,000,000.00	1.400%	1,998,500.00	1.420%	99,500.00	2,098,000.00
08/04/14	08/05/14	TR	US TREASURY	N/A	3,000,000.00	1.250%	2,974,200.00	1.460%	184,665.49	3,158,865.49
08/04/14	08/05/14	FA	FNMA	N/A	2,500,000.00	0.875%	2,460,777.84	1.300%	122,225.63	2,583,003.47
08/07/14	08/08/14	FA	FHLB	1/30/2015	2,250,000.00	0.5% STEP	2,250,000.00	1.825%	174,125.00	2,424,125.00
08/07/14	08/28/14	CD	ENERBANK USA	N/A	247,000.00	2.050%	247,000.00	2.050%	25,317.50	272,317.50
08/25/14	08/29/14	CD	SYNCHRONY BANK	N/A	247,000.00	2.100%	247,000.00	2.100%	25,935.00	272,935.00
<b>SEPTEMBER</b>										
09/15/14	09/18/14	CN	COLGATE-PALMOLIVE	11/1/2014	1,000,000.00	0.900%	980,600.00	1.452%	51,975.00	1,032,575.00
09/15/14	09/18/14	CN	COLGATE-PALMOLIVE	1/15/2015	500,000.00	1.300%	504,585.00	0.900%	10,527.50	515,112.50
09/18/14	09/19/14	TR	US TREASURY	N/A	1,000,000.00	0.625%	1,000,000.00	0.963%	16,854.51	1,016,854.51
09/18/14	09/19/14	TR	US TREASURY	N/A	3,000,000.00	0.875%	2,996,484.38	0.920%	72,136.54	3,068,620.92
09/18/14	09/24/14	CD	DISCOVER BANK	N/A	247,000.00	2.150%	247,000.00	2.150%	26,552.50	273,552.50
09/18/14	09/24/14	CD	GOLDMAN SACHS BANK	N/A	247,000.00	2.150%	247,000.00	2.150%	26,552.50	273,552.50
09/18/14	09/30/14	FA	FHLB	3/30/2015	3,000,000.00	1.125% STEP	3,000,000.00	2.227%	337,500.00	3,337,500.00
<b>TOTAL FIRST QUARTER 2014-2015</b>					<b>29,000,000.00</b>		<b>28,907,544.37</b>	<b>1.063%</b>	<b>1,863,500.54</b>	<b>30,771,044.91</b>
<b>MATURITIES</b>										
<b>JULY</b>										
	11/24/10	FN	FNMA	N/A	2,000,000.00	0.000%	1,922,260.00	1.100%	155,480.00	2,077,740.00
	03/09/11	FN	FNMA	N/A	2,657,000.00	0.000%	2,511,688.67	1.700%	290,622.66	2,802,311.33
<b>AUGUST</b>										
	03/24/10	FA	FHLB	N/A	3,000,000.00	5.500%	3,395,255.41	2.323%	328,452.92	3,723,708.33
	08/17/11	CD	AMERICAN EXPRESS CENTURIOI	N/A	248,000.00	1.100%	248,000.00	1.100%	8,887.23	256,887.23
	08/17/11	CD	CITI BANK	N/A	248,000.00	1.150%	248,000.00	1.150%	8,198.94	256,198.94
	08/17/11	CD	DISCOVER BANK	N/A	248,000.00	1.150%	248,000.00	1.150%	8,571.62	256,571.62
	08/17/11	CD	ALLY BANK	N/A	248,000.00	1.150%	248,000.00	1.150%	8,579.43	256,579.43
	08/17/11	CD	GE MONEY BANK	N/A	248,000.00	1.150%	248,000.00	1.150%	8,563.81	256,563.81
	08/19/11	CD	GE CAPITAL FINANCIAL INC	N/A	248,000.00	1.150%	248,000.00	1.150%	8,563.81	256,563.81
	08/24/11	CD	GOLDMAN SACHS BANK	N/A	248,000.00	1.150%	248,000.00	1.150%	8,571.62	256,571.62
<b>SEPTEMBER</b>										
	09/08/10	FA	FNMA	3/8/2011	2,000,000.00	1.500%	2,000,000.00	1.500%	120,000.00	2,120,000.00
	03/24/10	FA	FHLB	N/A	2,000,000.00	5.250%	2,231,960.00	2.490%	237,040.00	2,469,000.00
	03/24/10	FA	FFCB	N/A	2,000,000.00	3.000%	2,047,400.80	2.440%	222,265.87	2,269,666.67
	12/23/11	CN	GENERAL ELECTIC	N/A	2,000,000.00	0.696% FLOAT	1,914,520.00	2.250%	123,464.31	2,037,984.31
	09/21/11	CD	TRANSPORTATION ALLIANCE	N/A	249,000.00	0.750%	249,000.00	0.750%	5,612.71	254,612.71
	09/21/12	CD	CITIZENS STATE BANK	N/A	249,000.00	0.500%	248,741.00	0.550%	2,752.46	251,493.46
	09/23/11	CD	STATE BANK OF INDIA	NA	248,000.00	1.300%	248,000.00	1.300%	9,680.83	257,680.83
	09/23/11	CD	BMW BANK OF NORTH AMERICA	NA	248,000.00	1.350%	248,000.00	1.350%	10,053.17	258,053.17
<b>TOTAL FIRST QUARTER 2014-2015</b>					<b>18,387,000.00</b>		<b>18,752,825.88</b>	<b>1.872%</b>	<b>1,565,361.39</b>	<b>20,318,187.27</b>

## TRANSACTIONS FOR PERIOD:

07/01/14 TO 09/30/14 1ST QUARTER 2014-2015

<u>Trans</u> <u>Date</u>	<u>Investment</u> <u>Date</u>	<u>Type</u>	<u>Security</u>	<u>Call</u> <u>Date</u>	<u>Par</u> <u>Value</u>	<u>Coupon</u>	<u>Amount</u> <u>(Cost)</u>	<u>Return</u> <u>Rate</u>	<u>Interest</u>	<u>Investment</u> <u>Return</u>
<b>CALLS</b>										
<b>JULY</b>										
06/20/13	07/10/13	FA	FNMA	7/10/2014	4,000,000.00	1.700%	4,000,000.00	1.700%	340,000.00	4,340,000.00
03/31/14	04/29/14	FA	FHLB	7/29/2014	2,000,000.00	1.8% STEP	2,000,000.00	2.212%	223,000.00	2,223,000.00
01/09/13	07/30/14	FA	FHLMC	7/30/2014	2,000,000.00	1.550%	1,997,900.00	1.576%	126,100.00	2,124,000.00
01/15/14	01/30/14	FA	FHLB	7/30/2014	2,500,000.00	0.5% STEP	2,500,000.00	2.067%	259,375.00	2,759,375.00
<b>AUGUST</b>										
02/24/14	02/25/14	FA	FHLB	8/21/2014	2,500,000.00	0.5% STEP	2,500,000.00	1.597%	140,486.11	2,640,486.11
<b>SEPTEMBER</b>										
09/10/13	09/18/13	FA	FFCB	9/18/2014	3,000,000.00	1.700%	3,000,000.00	1.700%	204,000.00	3,204,000.00
12/19/13	12/24/13	FA	FHLB	9/24/2014	2,500,000.00	1% STEP	2,497,500.00	2.115%	268,125.00	2,765,625.00
<b>TOTAL FIRST QUARTER 2014-2015</b>					<b>18,500,000.00</b>		<b>18,495,400.00</b>	<b>1.834%</b>	<b>1,561,086.11</b>	<b>20,056,486.11</b>

**INVESTMENT REPORT**  
**AS OF SEPTEMBER 30, 2014**

<u>INVESTMENT DATE</u>	<u>TYPE</u>	<u>SECURITY</u>	<u>PAR VALUE</u>	<u>INVESTED AMOUNT</u>	<u>RETURN RATE</u>	<u>INTEREST</u>	<u>INVESTMENT RETURN</u>	<u>TERM (Days)</u>
1/23/2012	FA	FHLB .52% NON-CALL	5,000,000.00	5,000,000.00	0.520%	78,000.00	5,078,000.00	1,096
2/23/2012	FA	FHLB .55% NON-CALL	5,000,000.00	5,000,000.00	0.550%	88,763.89	5,088,763.89	1,177
8/8/2012	FA	FAMCA .55% NON-CALL	5,000,000.00	5,011,500.00	0.470%	68,250.00	5,079,750.00	1,058
3/30/2011	FA	FHLB 2.0% NON-CALL	2,000,000.00	1,999,000.00	2.012%	174,333.33	2,173,333.33	1,583
4/4/2011	FA	FHLB 2.0% NON-CALL	2,000,000.00	2,000,000.00	2.000%	176,000.00	2,176,000.00	1,607
9/21/2010	FA	FNMA 2.0% CALL 3/21/11	2,000,000.00	2,000,000.00	2.000%	200,000.00	2,200,000.00	1,826
10/28/2010	FA	FNMA 1.50% CALL 4/28/11	2,000,000.00	1,999,000.00	1.510%	151,000.00	2,150,000.00	1,826
12/24/2013	FA	FFCB .350% CALL 3/24/14 CONT	2,000,000.00	1,999,000.00	0.375%	15,000.00	2,014,000.00	730
6/20/2012	FA	FNMA 2.00% NON-CALL	4,000,000.00	4,186,600.00	0.660%	95,622.22	4,282,222.22	1,288
2/1/2013	FA	FFCB .4% NON-CALL	5,000,000.00	4,998,750.00	0.484%	61,250.00	5,060,000.00	1,095
3/28/2013	FA	FHLB .500% CALL 8/19/13 CONT	4,000,000.00	4,000,000.00	0.500%	57,833.33	4,057,833.33	1,058
6/20/2012	FA	FNMA 2.25% NON-CALL	5,000,000.00	5,285,278.17	0.700%	135,034.33	5,420,312.50	1,364
10/18/2012	FA	FFCB .50% CALL 1/18/13 CONTINUOUS	5,000,000.00	4,996,250.00	0.522%	91,250.00	5,087,500.00	1,278
4/27/2011	FA	FHLB 2.5% NON-CALL	2,000,000.00	2,000,000.00	2.500%	250,000.00	2,250,000.00	1,827
6/20/2013	FA	FHLMC .57% CALL 12/20/13 QRTLY	4,000,000.00	3,984,400.00	0.702%	84,000.00	4,068,400.00	1,096
6/12/2014	FA	FNMA .375% NON-CALL	3,000,000.00	2,994,690.00	0.461%	28,528.75	3,023,218.75	754
6/12/2014	FA	FHLB .59% NON-CALL	3,000,000.00	3,000,672.00	0.580%	39,153.00	3,039,825.00	823
9/12/2013	FA	FFCB .95% NON-CALL	1,000,000.00	995,570.00	1.100%	33,009.17	1,028,579.17	1,099
6/12/2014	FA	FFCB .97% NON-CALL	500,000.00	504,332.50	0.970%	6,674.31	511,006.81	830
6/12/2014	FA	FNMA 1.25% NON-CALL	2,000,000.00	2,031,642.00	0.555%	25,719.11	2,057,361.11	839
1/11/2013	FA	FHLMC .75% CALL 4/5/13 QRTLY	4,000,000.00	4,002,320.00	0.730%	109,680.00	4,112,000.00	1,363
10/6/2011	FA	FFCB 1.30% NON-CALL	5,000,000.00	5,000,000.00	1.300%	325,000.00	5,325,000.00	1,827
10/17/2013	FA	FFCB .83% CALL 10/17/14 Cont	2,000,000.00	1,999,000.00	0.840%	50,800.00	2,049,800.00	1,096
12/5/2012	FA	FFCB .65% CALL 1/24/13 CONTINUOUS	2,266,000.00	2,265,433.50	0.657%	57,805.03	2,323,238.53	1,419
5/28/2013	FA	FNMA .50% CALL 5/28/14 QRTLY	5,000,000.00	4,997,500.00	0.514%	90,000.00	5,087,500.00	1,280
11/27/2012	FA	FHLB .55% BULLET	5,000,000.00	5,000,000.00	0.550%	112,291.67	5,112,291.67	1,491
12/27/2012	FA	FFCB .60% BULLET	3,000,000.00	3,000,000.00	0.600%	90,000.00	3,090,000.00	1,461
4/30/2013	FA	FHLB .50% ONE CALL 6/30/15	4,000,000.00	4,000,000.00	0.500%	73,333.33	4,073,333.33	1,340
1/3/2013	FA	FHLMC .60% BULLET	3,000,000.00	2,998,500.00	0.613%	73,500.00	3,072,000.00	1,461
4/25/2014	FA	FHLB .875% NON-CALL	3,000,000.00	3,002,460.00	0.846%	73,008.75	3,075,468.75	1,050
6/10/2014	FA	FHLMC .81% CALL 12/10/14 QRTLY	2,500,000.00	2,500,000.00	0.810%	55,687.50	2,555,687.50	1,004
11/27/2013	FA	FNMA .875% CALL 6/27/14 QRTLY	4,500,000.00	4,498,875.00	0.883%	132,375.00	4,631,250.00	1,216
9/6/2013	FA	FHLMC .70% CALL 5/8/15 ONE TIME	5,000,000.00	4,855,000.00	1.515%	273,527.78	5,128,527.78	1,340
11/27/2013	FA	FNMA 1.00% CALL 5/22/14 QRTLY	1,590,000.00	1,590,000.00	1.000%	55,429.17	1,645,429.17	1,272
8/16/2012	FA	FHLB .875% NON-CALL	4,000,000.00	4,000,000.00	0.875%	169,166.67	4,169,166.67	1,765
10/10/2013	FA	FHLMC 1.0% CALL 6/20/14 QRTLY	3,000,000.00	2,973,000.00	1.250%	137,833.33	3,110,833.33	1,349
1/15/2014	FA	FHLB .625% CALL 3/27/14 QRTLY STEP	1,450,000.00	1,442,025.00	1.200%	60,084.37	1,502,109.37	1,259
10/30/2013	FA	FNMA .075% CALL 12/28/13 QRTLY	2,000,000.00	1,978,600.00	1.049%	76,316.67	2,054,916.67	1,337

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<b>INVESTMENT DATE</b>	<b>TYPE</b>	<b>SECURITY</b>	<b>PAR VALUE</b>	<b>INVESTED AMOUNT</b>	<b>RETURN RATE</b>	<b>INTEREST</b>	<b>INVESTMENT RETURN</b>	<b>TERM (Days)</b>
7/12/2012	FA	FNMA 1.1% CALL 7/11/14 QRTLY	4,000,000.00	4,000,000.00	1.100%	219,877.78	4,219,877.78	1,825
4/28/2014	FA	FHLB 1.15% CALL 7/28/14 QRTLY	2,000,000.00	2,000,000.00	1.150%	74,750.00	2,074,750.00	1,187
11/20/2013	FA	FFCB .700% CALL 11/26/13 QRTLY	2,000,000.00	1,975,000.00	1.043%	77,072.22	2,052,072.22	1,358
8/14/2012	FA	FNMA 1.0% CALL 8/14/13 QRTLY	5,000,000.00	5,000,000.00	1.000%	250,000.00	5,250,000.00	1,826
12/11/2012	FA	FNMA .70% CALL8/22/13 QRTLY STEP	2,800,000.00	2,803,889.20	0.700%	132,976.36	2,936,865.56	1,715
3/28/2014	FA	FNMA .70% CALL 6/20/14 QRTLY STEP	2,500,000.00	2,497,500.00	1.301%	113,361.11	2,610,861.11	1,272
3/26/2014	FA	FHLB 1.05% CALL 9/26/14 ONE TIME STEP	2,000,000.00	2,000,000.00	1.050%	73,500.00	2,073,500.00	1,280
9/27/2012	FA	FNMA 0.70% CALL 9/27/13 QRTLY STEP	5,000,000.00	5,000,000.00	1.165%	293,750.00	5,293,750.00	1,826
4/17/2014	FA	FHLB 1.35% CALL 10/17/14 QRTLY	3,000,000.00	2,999,250.00	1.357%	142,500.00	3,141,750.00	1,279
10/18/2012	FA	FFCB .87% CALL 10/18/13 CONT	5,000,000.00	4,998,500.00	0.876%	219,000.00	5,217,500.00	1,826
10/18/2012	FA	FNMA 0.70% CALL 10/18/13 QRTLY STEP	5,000,000.00	5,000,000.00	1.100%	275,000.00	5,275,000.00	1,826
1/23/2014	FA	FFCB 1.160% NON-CALL	2,000,000.00	1,995,000.00	1.229%	92,000.00	2,087,000.00	1,369
12/19/2012	FA	FHLB 1.0% CALL 5/9/13 MONTHLY	3,000,000.00	2,999,400.00	1.000%	147,266.67	3,146,666.67	1,786
11/27/2012	FA	FNMA 0.90% CALL 11/27/13 QRTLY	4,000,000.00	4,000,000.00	1.100%	180,000.00	4,180,000.00	1,826
2/19/2013	FA	FFCB .87% CALL 11/27/13 CONT	2,000,000.00	1,985,000.00	1.030%	98,036.67	2,083,036.67	1,742
5/28/2013	FA	FHLMC .75% CALL 5/28/15 ONE TIME	5,000,000.00	5,000,000.00	0.750%	168,750.00	5,168,750.00	1,645
3/6/2013	FA	FNMA 1.0% CALL 3/6/15 ONE TIME	3,050,000.00	3,050,000.00	1.000%	144,875.00	3,194,875.00	1,736
12/3/2012	FA	FHLB 2.625% NON-CALL	3,000,000.00	3,270,090.00	0.790%	124,753.75	3,394,843.75	1,831
12/28/2012	FA	FHLB .95% CALL 6/28/13 MONTHLY	5,000,000.00	5,000,000.00	0.950%	237,500.00	5,237,500.00	1,826
1/22/2013	FA	FHLMC .95% CALL 1/22/15 QRTLY	3,350,000.00	3,341,826.00	1.000%	167,299.00	3,509,125.00	1,826
1/25/2013	FA	FAMCA .93% NON-CALL	5,000,000.00	5,004,870.00	0.910%	227,500.83	5,232,370.83	1,825
1/30/2013	FA	FHLB 1.00% CALL 7/30/13 QRTLY	5,000,000.00	5,000,000.00	1.000%	250,000.00	5,250,000.00	1,826
1/30/2013	FA	FHLB 1.00% CALL 7/30/13 QRTLY	5,000,000.00	5,000,000.00	1.000%	237,500.00	5,237,500.00	1,826
2/1/2013	FA	FAMCA 1.05% NON-CALL	5,000,000.00	5,000,000.00	1.000%	262,354.17	5,262,354.17	1,824
2/5/2013	FA	FHLB 1.00% CALL 8/5/13 CONT	5,000,000.00	4,987,500.00	1.050%	262,500.00	5,250,000.00	1,826
5/8/2013	FA	FHLB 1.10% CALL 2/20/14 CONT	1,000,000.00	1,000,774.00	1.080%	51,842.67	1,052,616.67	1,749
8/20/2014	FA	FHLMC 1.4% CALL 2/20/15 QRTLY	2,000,000.00	1,998,500.00	1.420%	99,500.00	2,098,000.00	1,280
3/12/2013	FA	FFCB 1.03% CALL 3/12/14 CONT	5,000,000.00	4,991,500.00	1.065%	266,000.00	5,257,500.00	1,826
5/7/2013	FA	FHLB 1.00 CALL 3/20/15 CONT	3,000,000.00	3,000,000.00	1.000%	146,083.33	3,146,083.33	1,778
5/7/2013	FA	FHLB 1.05 CALL 9/20/13 CONT	3,000,000.00	3,000,000.00	1.050%	153,387.50	3,153,387.50	1,778
4/17/2013	FA	FHLMC 1.10% CALL 4/17/14 QRTLY	5,000,000.00	4,993,750.00	1.126%	281,250.00	5,275,000.00	1,826
5/23/2013	FA	FHLMC 1.050% CALL 4/30/14 QRTLY	3,000,000.00	3,000,000.00	1.050%	155,487.50	3,155,487.50	1,803
8/5/2014	FA	FNMA 0.875% NON-CALL	2,500,000.00	2,460,777.84	1.300%	122,225.63	2,583,003.47	1,385
5/30/2013	FA	FHLB 1.050% CALL 7/4/13 CONT	3,000,000.00	2,964,750.00	1.050%	193,100.00	3,157,850.00	1,831
6/12/2013	FA	FHLMC 1.20% CALL 9/12/13 QRTLY	3,000,000.00	2,999,100.00	1.206%	180,900.00	3,180,000.00	1,826
6/13/2013	FA	FNMA 0.80% CALL 12/13/13 QRTLY STEP	5,000,000.00	4,930,000.00	1.407%	351,250.00	5,281,250.00	1,826
6/20/2013	FA	FHLB 1.0% CALL 9/20/13 QRTLY STEP	5,000,000.00	5,000,000.00	1.232%	309,375.00	5,309,375.00	1,826
6/20/2013	FA	FNMA 1.25% CALL 12/20/13 QRTLY	4,000,000.00	3,977,200.00	1.360%	272,800.00	4,250,000.00	1,826
6/26/2013	FA	FHLMC 1.40% CALL 9/26/13	5,000,000.00	4,997,500.00	1.410%	352,500.00	5,350,000.00	1,826
7/9/2013	FA	FHLMC 1.50% CALL 10/09/13 QRTLY	1,600,000.00	1,599,520.00	1.506%	120,480.00	1,720,000.00	1,826

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<b>INVESTMENT DATE</b>	<b>TYPE</b>	<b>SECURITY</b>	<b>PAR VALUE</b>	<b>INVESTED AMOUNT</b>	<b>RETURN RATE</b>	<b>INTEREST</b>	<b>INVESTMENT RETURN</b>	<b>TERM (Days)</b>
7/30/2013	FA	FHLB 1.850% CALL 7/30/15 CONT	3,000,000.00	3,000,000.00	1.850%	277,500.00	3,277,500.00	1,826
1/15/2014	FA	FHLMC 1.10% CALL 1/30/18 QRTLY	1,000,000.00	980,870.00	1.538%	69,088.33	1,049,958.33	1,657
5/5/2014	FA	FFCB 1.6% NON-CALL	2,500,000.00	2,515,710.93	1.450%	157,622.40	2,673,333.33	1,584
5/2/2014	FA	FNMA 1.875% NON-CALL	1,500,000.00	1,524,000.00	1.500%	99,125.00	1,623,125.00	1,600
1/16/2014	FA	FFCB 1.34% CALL 1/23/14 CONT	1,500,000.00	1,474,500.00	1.718%	119,858.33	1,594,358.33	1,714
1/16/2014	FA	FHLMC 1.20% CALL 9/24/14 ONE TIME	2,250,000.00	2,196,562.50	1.729%	180,037.50	2,376,600.00	1,712
1/8/2014	FA	FFCB 1.250% CALL 1/14/14 CONT	1,750,000.00	1,705,900.00	1.808%	147,641.67	1,853,541.67	1,728
8/8/2014	FA	FHLB .05% CALL 1/30/15 QRTLY STEP	2,250,000.00	2,250,000.00	1.825%	174,125.00	2,424,125.00	1,544
1/15/2014	FA	FHLMC .875% CALL 11/20/14 ONE TIME STEP	1,700,000.00	1,700,000.00	1.918%	158,802.43	1,858,802.43	1,770
4/8/2014	FA	FHLB 1.2% CALL 4/21/14 Monthly	2,250,000.00	2,198,250.00	1.720%	176,475.00	2,374,725.00	1,688
5/2/2014	FA	FNMA 1.625% NON-CALL	2,000,000.00	2,008,347.18	1.530%	140,159.76	2,148,506.94	1,670
6/3/2014	FA	FNMA 1.625% NON-CALL	2,000,000.00	2,010,791.92	1.500%	134,826.14	2,145,618.06	1,638
12/26/2013	FA	FFCB 1.870% CALL 12/26/14 CONT	3,000,000.00	3,000,000.00	1.870%	280,500.00	3,280,500.00	1,826
12/27/2013	FA	FHLMC 1.250% CALL 6/27/14 QRTLY STEP	3,000,000.00	3,000,000.00	1.839%	277,500.00	3,277,500.00	1,826
1/14/2014	FA	FFCB 1.920% CALL 1/14/15 CONT	3,000,000.00	3,000,000.00	1.920%	288,000.00	3,288,000.00	1,826
2/26/2014	FA	FHLB .50% CALL 2/26/15 ONE TIME STEP	2,500,000.00	2,500,000.00	2.083%	262,500.00	2,762,500.00	1,826
2/28/2014	FA	FHLB 1.05% CALL 5/28/14 QRTLY STEP	2,500,000.00	2,500,000.00	2.125%	270,000.00	2,770,000.00	1,826
3/19/2014	FA	FHLMC 1.0% CALL 3/19/15 ONE TIME STEP	2,500,000.00	2,500,000.00	1.848%	232,000.00	2,732,000.00	1,826
4/30/2014	FA	FHLB 1.0% CALL 7/30/14 QRTLY STEP	2,500,000.00	2,500,000.00	2.174%	275,000.00	2,775,000.00	1,826
5/16/2014	FA	FHLB 1.0% CALL 10/30/14 QRTLY STEP	2,375,000.00	2,375,000.00	2.243%	269,414.09	2,644,414.09	1,810
6/6/2014	FA	FHLMC 1.2% CALL 5/7/15	1,000,000.00	976,800.00	1.693%	82,233.33	1,059,033.33	1,796
5/21/2014	FA	FHLB 1.0% CALL 11/21/14 ONE TIME STEP	3,750,000.00	3,750,000.00	2.010%	377,343.75	4,127,343.75	1,826
5/21/2014	FA	FHLB 1.0% CALL 5/21/15 ONE TIME STEP	3,000,000.00	3,000,000.00	1.990%	300,000.00	3,300,000.00	1,826
6/26/2014	FA	FHLB 1.0% CALL 6/26/15 ANNUAL STEP	5,000,000.00	5,000,000.00	2.025%	512,500.00	5,512,500.00	1,826
7/18/2014	FA	FHLB 1.65% CALL 10/18/14 QUARTERLY CALL	1,000,000.00	991,430.00	1.830%	91,070.00	1,082,500.00	1,826
9/30/2014	FA	FHLB 1.125% CALL 3/30/15 STEP CALL	3,000,000.00	3,000,000.00	2.227%	337,500.00	3,337,500.00	1,826
SUB-TOTAL			330,431,000.00	330,568,757.74	1.137%	17,094,388.63	347,663,146.37	1,561
7/25/2011	FN	FNMA 00% NON-CALL	2,500,000.00	2,419,825.00	1.020%	80,175.00	2,500,000.00	1,171
SUB-TOTAL			2,500,000.00	2,419,825.00	1.020%	80,175.00	2,500,000.00	1,171
Federal Investments Total			332,931,000.00	332,988,582.74		17,174,563.63	350,163,146.37	1,366
4/25/2014	TR	US TREASURY 1.0%	3,000,000.00	3,010,827.00	0.870%	77,123.82	3,087,950.82	1,071
9/19/2014	TR	US TREASURY 0.875%	3,000,000.00	2,996,484.38	0.920%	72,136.54	3,068,620.92	954
9/19/2014	TR	US TREASURY 0.625%	1,000,000.00	991,015.63	0.963%	25,838.88	1,016,854.51	985
11/22/2013	TR	US TREASURY .50%	2,000,000.00	1,974,619.96	0.850%	62,282.21	2,036,902.17	1,347
7/16/2014	TR	US TREASURY 1.50%	4,000,000.00	4,009,600.00	1.496%	237,900.00	4,247,500.00	1,507

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<u>INVESTMENT DATE</u>	<u>TYPE</u>	<u>SECURITY</u>	<u>PAR VALUE</u>	<u>INVESTED AMOUNT</u>	<u>RETURN RATE</u>	<u>INTEREST</u>	<u>INVESTMENT RETURN</u>	<u>TERM (Days)</u>
7/24/2014	TR	US TREASURY 1.50%	2,000,000.00	2,006,348.00	1.420%	116,749.83	2,123,097.83	1,499
8/5/2014	TR	US TREASURY 1.25%	3,000,000.00	2,974,200.00	1.460%	184,665.49	3,158,865.49	1,548
8/1/2014	TR	US TREASURY 1.6250%	2,515,000.00	2,500,019.15	1.750%	219,213.54	2,719,232.69	1,825
SUB-TOTAL			20,515,000.00	20,463,114.12	1.250%	995,910.31	21,459,024.43	1,342
10/5/2011	CN	PROVEDENCE HEALTH 5.05% CALL @ MAKEWHOLE	2,000,000.00	2,237,929.50	1.000%	63,948.28	2,301,877.78	1,092
4/5/2012	CN	BERKSHIRE HATHAWAY 5.50% NON-CALL	2,000,000.00	2,236,460.00	0.700%	37,317.78	2,273,777.78	909
1/17/2012	CN	NEW YORK LIFE 1.30% NON-CALL	5,000,000.00	5,021,951.16	1.150%	172,146.06	5,194,097.22	1,091
2/1/2012	CN	GENERAL ELECTRIC 1.375% FLOATER	5,000,000.00	5,000,000.00	1.375%	206,059.03	5,206,059.03	1,094
8/13/2012	CN	IBM CORP .55% NON-CALL	3,500,000.00	3,504,305.00	0.500%	43,445.69	3,547,750.69	907
9/16/2011	CN	BERKSHIRE HATHAWAY 3.20% NON-CALL	3,000,000.00	3,175,710.00	1.430%	150,956.67	3,326,666.67	1,244
2/17/2012	CN	SHELL INTERNATIONAL FIN 3.1% NON-CALL	5,000,000.00	5,384,350.00	0.780%	137,052.78	5,521,402.78	1,227
10/4/2011	CN	MERCK & CO 4.0% NON-CALL	5,000,000.00	5,498,750.00	1.260%	249,027.78	5,747,777.78	1,365
4/17/2012	CN	PROCTER & GAMBLE 3.150% NON-CALL	3,000,000.00	3,242,427.56	0.720%	76,247.44	3,318,675.00	1,232
2/9/2011	CN	MET LIFE GLOBAL FUNDING 2.5% NON-CALL	1,000,000.00	978,478.42	3.000%	137,493.80	1,115,972.22	1,693
5/6/2011	CN	MET LIFE GLOBAL FUNDING 2.5% NON-CALL	1,000,000.00	993,799.11	2.650%	116,131.45	1,109,930.56	1,607
10/9/2012	CN	GENERAL ELECTRIC COMPANY .85% NON-CALL	5,000,000.00	5,022,225.00	0.700%	105,275.00	5,127,500.00	1,095
1/23/2013	CN	GENERAL ELECTRIC COMPANY .85% NON-CALL	3,000,000.00	3,010,440.00	0.720%	58,693.33	3,069,133.33	989
10/6/2011	CN	WAL-MART 1.50% NON-CALL	3,000,000.00	3,049,826.34	1.080%	132,548.66	3,182,375.00	1,480
5/15/2012	CN	WAL-MART 1.50% NON-CALL	2,630,000.00	2,696,944.02	0.750%	68,939.31	2,765,883.33	1,258
2/10/2012	CN	PROCTER & GAMBLE 1.80% NON-CALL	2,844,000.00	2,965,410.36	0.650%	71,270.64	3,036,681.00	1,374
12/15/2010	CN	BARCLAYS BANK 3.10% NON-CALL	2,000,000.00	2,000,000.00	3.100%	310,000.00	2,310,000.00	1,826
12/15/2010	CN	ROYAL BANK OF CANADA 2.625% NON-CALL	2,000,000.00	2,038,220.00	2.220%	225,009.16	2,263,229.16	1,826
4/13/2012	CN	PROCTER & GAMBLE 4.85% NON-CALL	1,000,000.00	1,147,830.00	0.760%	30,272.78	1,178,102.78	1,341
10/31/2011	CN	MET LIFE GLOBAL FUNDING 3.125% NON-CALL	1,635,000.00	1,695,247.73	2.200%	154,062.17	1,849,309.90	1,533
12/28/2011	CN	MET LIFE GLOBAL FUNDING 3.125% NON-CALL	2,000,000.00	2,063,239.83	2.300%	189,017.11	2,252,256.94	1,475
1/25/2012	CN	MET LIFE GLOBAL FUNDING 3.125% NON-CALL	5,000,000.00	5,189,924.57	2.120%	428,999.04	5,618,923.61	1,447
3/9/2012	CN	MET LIFE GLOBAL FUNDING 3.125% NON-CALL	3,000,000.00	3,169,646.15	1.600%	190,249.68	3,359,895.83	1,403
2/8/2012	CN	GENERAL ELECTRIC 1.55% NON-CALL FLOATER	5,000,000.00	5,000,000.00	1.390%	227,500.00	5,227,500.00	1,461
5/6/2011	CN	MASS MUTUAL GLOB 3.125% NON-CALL	1,000,000.00	1,024,175.57	3.125%	130,164.71	1,154,340.28	1,805
5/16/2011	CN	GENERAL ELECTRIC 2.95% NON-CALL	2,000,000.00	2,000,912.32	2.940%	292,940.46	2,293,852.78	1,820
6/17/2011	CN	GENERAL ELECTRIC 2.95% NON-CALL	2,000,000.00	2,009,952.38	2.840%	278,819.84	2,288,772.22	1,788
9/12/2011	CN	GENERAL ELECTRIC 2.95% NON-CALL	1,400,000.00	1,427,513.33	2.500%	164,875.84	1,592,389.17	1,701
12/4/2012	CN	JOHNSON & JOHNSON 2.15% NON-CALL	2,000,000.00	2,104,120.00	0.621%	44,110.56	2,148,230.56	1,258
9/13/2013	CN	TOYOTA .80% NON-CALL	3,000,000.00	2,981,640.00	1.032%	82,626.67	3,064,266.67	977
9/4/2012	CN	GOOGLE 2.125% NON-CALL	1,000,000.00	1,050,940.00	2.125%	6,197.92	1,057,137.92	1,353
9/10/2013	CN	CHEVRON CORP .889% NON CALL	2,000,000.00	1,993,903.80	1.000%	55,682.64	2,049,586.44	1,018
10/27/2011	CN	PROCTER & GAMBLE 1.45% NON-CALL	5,000,000.00	5,011,536.25	1.400%	336,463.75	5,348,000.00	1,754

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# INVESTMENT REPORT

## AS OF SEPTEMBER 30, 2014

INVESTMENT DATE	TYPE	SECURITY	PAR VALUE	INVESTED AMOUNT	RETURN RATE	INTEREST	INVESTMENT RETURN	TERM (Days)
10/11/2011	CN	BERKSHIRE HATHAWAY 2.20% NON-CALL	5,000,000.00	5,022,855.25	2.100%	510,033.64	5,532,888.89	1,770
1/23/2013	CN	PROCTER & GAMBLE 1.45% NON-CALL	1,000,000.00	1,025,260.00	0.730%	26,376.11	1,051,636.11	1,300
10/2/2012	CN	COCA COLA CA 1.8% NON-CALL	3,000,000.00	3,133,106.35	0.650%	78,243.65	3,211,350.00	1,430
9/22/2011	CN	TOYOTA 2.0% NON-CALL	5,000,000.00	5,023,645.00	1.900%	474,410.56	5,498,055.56	1,820
11/10/2011	CN	NEW YORK LIFE 2.45% NON-CALL	3,550,000.00	3,669,194.08	1.700%	287,655.64	3,956,849.72	1,708
9/18/2014	CN	COLGATE-PALMOLIVE 1.30% MAKE WHOLE CALL	500,000.00	504,585.00	0.009%	10,527.50	515,112.50	850
1/31/2012	CN	BERSHIRE HATHAWAY 1.90% NON-CALL	5,000,000.00	5,047,739.83	1.700%	427,260.17	5,475,000.00	1,827
1/31/2012	CN	HSBC BANK USA 2.5% FLOATING RATE	5,000,000.00	5,000,000.00	1.748%	425,000.00	5,425,000.00	1,827
3/5/2012	CN	BERSHIRE HATHAWAY 1.90% NON-CALL	2,850,000.00	2,914,809.00	1.418%	200,676.42	3,115,485.42	1,793
8/6/2012	CN	IBM CORP 1.250% NON-CALL	5,000,000.00	5,077,000.00	0.900%	204,250.00	5,281,250.00	1,645
2/16/2012	CN	WESTPAC BANKING CORP 2.3% NON-CALL	5,000,000.00	5,000,000.00	2.300%	574,680.56	5,574,680.56	1,826
4/18/2012	CN	WAL-MART STORES 5.375% NON-CALL	3,000,000.00	3,568,354.19	1.400%	229,833.31	3,798,187.50	1,813
6/5/2012	CN	HSBC BANK USA 1.925% FLOATER	5,000,000.00	5,000,000.00	1.037%	342,500.00	5,342,500.00	1,826
6/12/2014	CN	CHEVRON CORP 1.104% NON CALL	2,000,000.00	1,996,180.00	1.160%	80,670.67	2,076,850.67	1,272
3/8/2013	CN	WAL-MART 5.8%	3,000,000.00	3,669,120.00	1.140%	189,763.33	3,858,883.33	1,805
3/26/2013	CN	COCA COLA CA 1.150% MAKE-WHOLE CALL	1,000,000.00	1,000,000.00	1.150%	57,627.78	1,057,627.78	1,832
9/18/2014	CN	COLGATE-PALMOLIVE .90% MAKE WHOLE CALL	1,000,000.00	980,600.00	1.452%	51,975.00	1,032,575.00	1,321
5/15/2013	CN	BERKSHIRE HATAWAY 1.30% MAKE WHOLE CALL	5,000,000.00	5,019,345.05	1.220%	305,654.95	5,325,000.00	1,826
12/24/2013	CN	COCA COLA CA 1.650% MAKE-WHOLE CALL	3,500,000.00	3,491,856.17	1.700%	288,391.75	3,780,247.92	1,782
SUB-TOTAL			157,409,000.00	162,071,458.32	1.418%	9,739,077.07	171,810,535.39	1,475
10/24/2012	CD	INDEPENDENCE BANK OF KENTUCKY .50%	249,000.00	248,751.00	0.500%	2,739.00	251,490.00	730
10/24/2012	CD	APPLE BANK FOR SAVINGS .50%	248,000.00	248,000.00	0.500%	2,480.00	250,480.00	730
3/14/2013	CD	SUNTRUST BANK ATLANTA .28%	200,000.00	198,780.00	0.640%	2,152.35	200,932.35	608
4/30/2012	CD	STERLING SAVINGS BANK .75%	248,000.00	248,000.00	0.750%	4,749.36	252,749.36	932
4/20/2012	CD	PLUS INTERNATIONAL .85%	249,000.00	249,000.00	0.850%	5,520.35	254,520.35	952
11/30/2012	CD	SYNOVUS BANK .5%	248,000.00	248,000.00	0.500%	2,473.11	250,473.11	728
6/8/2012	CD	HUNTINGTON NATL BANK .75%	248,000.00	248,000.00	0.750%	4,652.55	252,652.55	913
1/11/2012	CD	SALLIE MAE BANK 1.35%	248,000.00	248,000.00	1.350%	9,869.73	257,869.73	1,076
1/11/2012	CD	BARCLAYS BANK DELAWARE 1.25%	248,000.00	248,000.00	1.250%	9,308.49	257,308.49	1,096
10/17/2012	CD	FIRST STATE BANK/MENDOA .50%	249,000.00	248,701.20	0.550%	3,636.09	252,337.29	825
2/6/2013	CD	KEYBANK NATIONAL ASSOCIATION .45%	248,000.00	248,000.00	0.450%	2,263.00	250,263.00	740
8/24/2012	CD	BLC COMMUNITY BANK .50%	249,000.00	248,690.24	0.550%	3,427.40	252,117.64	914
8/30/2012	CD	TRIUMPH BANK .50%	249,000.00	249,000.00	0.500%	3,107.41	252,107.41	911
5/9/2012	CD	GEORGIA BANK & TRUST .70%	248,000.00	247,628.00	0.750%	5,589.51	253,217.51	1,097
11/29/2012	CD	UNITED BANKERS BANK .50%	249,000.00	248,676.30	0.550%	3,436.20	252,112.50	911
1/23/2012	CD	LCA BANK CORPORATION .85%	248,000.00	248,000.00	0.850%	7,375.11	255,375.11	1,277
7/27/2012	CD	FLUSHING SAVINGS BANK .75%	248,000.00	247,628.00	0.800%	5,951.97	253,579.97	1,095

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# INVESTMENT REPORT

## AS OF SEPTEMBER 30, 2014

INVESTMENT DATE	TYPE	SECURITY	PAR VALUE	INVESTED AMOUNT	RETURN RATE	INTEREST	INVESTMENT RETURN	TERM (Days)
9/15/2011	CD	BANK OF THE WEST 1.4%	249,000.00	249,000.00	1.400%	13,943.96	262,943.96	1,460
10/17/2012	CD	COMENITY CAP BANK SALT LAKE CITY .50%	249,000.00	248,601.60	0.550%	4,233.74	252,835.34	1,094
11/7/2012	CD	EAGLE BANK .60%	249,000.00	249,000.00	0.600%	4,490.30	253,490.30	1,097
12/2/2011	CD	MIDLAND STATES BANK 1.25%	249,000.00	249,000.00	1.250%	12,450.00	261,450.00	1,461
1/25/2012	CD	NATIONAL REPUBLIC BANK 1.0%	249,000.00	249,000.00	1.000%	9,966.87	258,966.87	1,461
2/10/2012	CD	CARDINAL BANK MCLEAN VA .90%	249,000.00	249,000.00	0.900%	8,970.06	257,970.06	1,461
2/6/2013	CD	ORIENTAL BANK & TRUST .90% CALL 8/6/13	249,000.00	249,000.00	0.900%	6,735.45	255,735.45	1,097
8/24/2012	CD	FIRST BUSINESS BANK .60%	248,000.00	247,578.40	0.600%	5,635.72	253,214.12	1,279
10/22/2012	CD	NATIONAL BANK OF COMMERCE .50%	249,000.00	248,551.80	0.550%	4,791.87	253,343.67	1,274
5/4/2012	CD	HERITAGE BANK OF COMMERCE .80%	249,000.00	248,004.00	0.900%	8,953.05	256,957.05	1,459
5/18/2012	CD	NORTH JERSEY COMMUNITY .85%	248,000.00	247,008.00	0.950%	9,429.77	256,437.77	1,461
5/22/2012	CD	STATE BANK & TRUST CO MACON, GA .80%	249,000.00	248,004.00	0.900%	8,974.88	256,978.88	1,462
5/31/2012	CD	CRESCENT BANK & TRUST .90%	249,000.00	248,502.00	0.950%	9,468.06	257,970.06	1,461
8/15/2012	CD	EVERBANK .90%	248,000.00	247,008.00	0.900%	9,926.11	256,934.11	1,461
2/28/2012	CD	MERCANTILE BANK OF MICHIGAN 1.15%	248,000.00	247,380.00	1.150%	14,895.62	262,275.62	1,827
12/24/2012	CD	DELTA NATL BANK & TRUST .90%	249,000.00	248,377.50	0.952%	11,624.88	260,002.38	1,792
12/24/2012	CD	PACIFIC CONTL BANK .90%	249,000.00	248,452.20	0.946%	11,556.33	260,008.53	1,793
12/11/2012	CD	BANCO POPULAR DE PR HATO 1.1%	248,000.00	248,000.00	1.100%	13,595.16	261,595.16	1,820
12/17/2012	CD	FIRST AMERICAN BANK 1.0%	249,000.00	248,253.00	1.000%	13,128.78	261,381.78	1,816
12/14/2012	CD	FIRST BANK OF PUERTO RICO 1.25%	249,000.00	249,000.00	1.250%	15,562.50	264,562.50	1,826
12/14/2012	CD	BANKERS BANK KANSAS 1.0%	249,000.00	248,502.00	1.000%	12,948.00	261,450.00	1,826
1/16/2013	CD	THE BANK OF HOLLAND 1.00%	249,000.00	248,751.00	1.000%	12,699.00	261,450.00	1,826
1/16/2013	CD	BANK OF NORTHERN MICHIGAN 1.00%	249,000.00	248,751.00	1.000%	12,699.00	261,450.00	1,826
1/18/2013	CD	STEARNS BANK .90%	249,000.00	248,253.00	1.000%	11,952.00	260,205.00	1,826
1/23/2013	CD	FIRST FARMERS BANK & TRUST 1.0%	249,000.00	248,626.50	1.000%	12,823.50	261,450.00	1,826
3/4/2013	CD	GATEWAY BANK OF SW FLORIDA .95%	209,000.00	208,373.00	1.070%	10,367.28	218,740.28	1,792
1/30/2013	CD	FARMERS & MERCHANTS BANK .90%	249,000.00	248,253.00	0.900%	11,952.00	260,205.00	1,826
3/28/2013	CD	WASHINGTON FEDERAL SAVINGS 1.0% CALL	249,000.00	248,253.00	1.000%	13,197.00	261,450.00	1,826
4/5/2013	CD	BOSTON PRIVATE BANK & TRUST .95% CALL	248,000.00	247,008.00	1.032%	12,765.55	259,773.55	1,825
4/18/2013	CD	FIRST STATE BANK NE .95% CALL	249,000.00	248,502.00	0.991%	12,325.50	260,827.50	1,826
4/30/2013	CD	FOREST COMMERCIAL BANK .90% CALL	249,000.00	248,253.00	0.960%	11,952.00	260,205.00	1,826
7/24/2014	CD	AMERICAN EXPRESS BANK 2.00%	247,000.00	247,000.00	2.000%	24,700.00	271,700.00	1,826
8/28/2014	CD	ENERBANK USA 2.05%	247,000.00	247,000.00	2.050%	25,317.50	272,317.50	1,826
8/29/2014	CD	SYNCHRONY BANK 2.1%	247,000.00	247,000.00	2.100%	25,935.00	272,935.00	1,826
9/24/2014	CD	DISCOVER 2.15%	247,000.00	247,000.00	2.150%	26,552.50	273,552.50	1,826
9/24/2014	CD	GOLDMAN SACHS BANK 2.15%	247,000.00	247,000.00	2.150%	26,552.50	273,552.50	1,826
SUB-TOTAL			13,082,000.00	13,064,100.74	0.986%	541,803.07	13,605,903.81	1,407

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**INVESTMENT REPORT  
AS OF SEPTEMBER 30, 2014**

<u>INVESTMENT DATE</u>	<u>TYPE</u>	<u>SECURITY</u>	<u>PAR VALUE</u>	<u>INVESTED AMOUNT</u>	<u>RETURN RATE</u>	<u>INTEREST</u>	<u>INVESTMENT RETURN</u>	<u>TERM (Days)</u>
O		WELLS FARGO BANK	699,040.00	699,040.00	0.020%	0.38	699,040.38	1
O		CORPORATE CASH MANAGEMENT ACCOUNT	4,002,685.31	4,002,685.31	0.020%	2.19	4,002,687.50	1
O		LIBRARY ACCOUNT	703.23	703.23	0.000%	-	703.23	1
O		UNION TRUST	28.64	28.64	0.000%	-	28.64	1
O		L A I F WATER DISTRICT	31,120,000.00	31,120,000.00	0.250%	216.11	31,120,216.11	1
O		L A I F PUBLIC IMPROVEMENT CORPORATION	28,921,000.00	28,921,000.00	0.250%	200.84	28,921,200.84	1
O		L A I F PUBLIC FINANCING CORPORATION	24,773,000.00	24,773,000.00	0.250%	172.03	24,773,172.03	1
O		L A I F CITY OF CARLSBAD	39,299,000.00	39,299,000.00	0.250%	272.91	39,299,272.91	1
		SUB-TOTAL	128,815,457.18	128,815,457.18	0.242%	864.47	128,816,321.65	
		GRAND TOTAL	652,752,457.18	657,402,713.10	1.031%	28,452,218.55	685,854,931.65	

**CITY OF CARLSBAD**  
**Fund Equity in Pooled Investments**  
**AS OF SEPTEMBER 30, 2014**

**Cash Balance by Fund:**

General		86,978,053
Special Revenue		46,603,364
Debt Service		0
Capital Projects:		
General Capital Construction	52,840,812	
Traffic Impact Fees	21,559,098	
Public Facilities Fees	31,328,605	
Park Development	5,135,132	
Transnet Taxes	4,764,611	
Drainage Fees	6,031,514	
Special Districts	85,285,258	
Infrastructure Replacement	85,786,586	
Other Capital Construction	4,341,329	
	<b>Total</b>	<b>297,072,944</b>
Enterprise:		
Carlsbad Municipal Water District	106,972,522	
Sewer Fund	52,576,205	
Solid Waste	7,305,011	
Storm Water	4,556,694	
Golf Course	43,155	
	<b>Total</b>	<b>171,453,586</b>
Internal Service		38,204,893
Agency Funds		14,907,497
Trust Funds		161,258
<b>Total General Ledger Balance **</b>		<b>655,381,595</b>
Reconciling Adjustments (1)		(1,189,697)
<b>Total Treasurer's Investment Portfolio at Amortized Cost</b>		<b>654,191,898</b>

(1) The Reconciling Adjustments consist of differences between the General Ledger which is prepared on an accrual basis and the Treasurer's report which is prepared on the cash basis. Accrued Interest, amortized premium or discounts and outstanding checks and deposits in transit are not included in the Treasurer's summary. Differences between the time journal entries are posted and the time this report is produced may also be a component of the adjustment.

\*\* Figures based on best estimate at the time report run on 10/07/14

# CITY OF CARLSBAD INVESTMENT PORTFOLIO

## As of SEPTEMBER 30, 2014

### CORPORATE NOTE AND COMMERCIAL PAPER RATINGS

**Corporate Note Investments Meeting the Current Investment Policy:**

(Ratings must be AA or better by two of the three: Moody's S&P or Fitch)

	<u>Moody's</u>	<u>S&amp;P</u>	<u>Fitch</u>
BERKSHIRE HATHAWAY	AA2	AA+	A+
CHEVRON	AA1	AA	NR
COCA COLA	AA3	AA	A+
COLGATE-PALMOLIVE	AA3	AA-	AA-
GENERAL ELECTRIC COMPANY	AA3	AA+	NR
GOOGLE INC	AA2	AA	NR
HSBC BANK USA	A1	AA-	AA-
IBM CORP	AA3	AA-	A+
JOHNSON & JOHNSON	AAA	AAA	AAA
MASS MUTUAL GLOBAL	AA2	AA+	AA+
MET LIFE GLOBAL	AA3	AA-	AA-
NEW YORK LIFE	AAA	AA+	AAA
PROCTER & GAMBLE	AA3	AA-	NR
PROVIDENCE HEALTH	AA3	AA-	AA
ROYAL BANK OF CANADA	AA3	AA-	AA
SHELL INTERNATIONAL	AA1	AA	AA
TOYOTA	AA3	AA-	A
WAL-MART	AA2	AA	AA
WESTPAC BANKING CORP	AA2	AA-	AA-

**Commercial Paper Investments Meeting the Current Investment Policy:**

(Ratings must be A1/P1 or better by two of the three: Moody's, S&P or Fitch)

(Ratings of other debt must be AA or better by two of the three: Moody's, S&P or Fitch)

NONE

**Investments with Subsequent Changes in Credit Rating \***

	<u>Moody's</u>	<u>S&amp;P</u>	<u>Fitch</u>	<u>Latest Maturity Date</u>	<u>Carrying Value</u>	<u>Market Value</u>
BARCLAYS BANK	A2	A	NR	12/15/2015	2,000,000	2,016,020
GENERAL ELECTRIC	A1	AA+	NR	05/09/2016	15,413,042	15,640,538
MERCK	A1	AA	A+	06/30/2015	5,099,676	5,135,100

\* The City's Investment Policy allows the City Treasurer to determine the course of action that would correct exceptions to the policy. All of these investments are paying interest at the required times. The principal of all investments are considered secure. It is the intent of the City Treasurer to hold these assets in the portfolio until maturity unless events indicate they should be sold.

**CITY OF CARLSBAD INVESTMENT PORTFOLIO  
AS OF SEPTEME 30, 2014  
WEIGHTINGS FOR CORPORATE AND FEDERAL AGENCY ISSUERS**

**PERCENTAGE WEIGHTINGS BY CORPORATE NOTE ISSUER**

	<u>Investment Cost</u>	<u>Percent of Portfolio*</u>
BARCLAYS BANK	2,000,000.00	0.30%
BERKSHIRE HATHAWAY	23,416,919.14	3.56%
CHEVRON	3,990,083.80	0.61%
COCA COLA CO	7,624,962.52	1.16%
COLGATE-PALMOLIVE	1,485,185.00	0.23%
GENERAL ELECTRIC CAP	15,438,378.05	2.35%
GENERAL ELECTRIC COMPANY	8,032,665.00	1.22%
GOOGLE	1,050,940.00	0.16%
HSBC BANK USA	10,000,000.00	1.52%
IBM CORP	8,581,305.00	1.31%
JOHNSON & JOHNSON	2,104,120.00	0.32%
MASS MUTUAL	1,024,175.57	0.16%
MERCK & CO	5,498,750.00	0.84%
MET LIFE GLOBAL FUND	14,090,335.81	2.14%
NEW YORK LIFE	8,691,145.24	1.32%
PROTER & GAMBLE	13,392,464.17	2.04%
PROVIDENCE HEALTH	2,237,929.50	0.34%
ROYAL BANK OF CANADA	2,038,220.00	0.31%
SHELL INTERNATIONAL FIN	5,384,350.00	0.82%
TOYOTA	8,005,285.00	1.22%
WAL-MART	12,984,244.55	1.98%
WESTPAC BANKING CORP	5,000,000.00	0.76%

**PERCENTAGE WEIGHTINGS BY FEDERAL AGENCY ISSUER**

	<u>Investment Cost</u>	<u>Percent of Portfolio**</u>
FAMCA	15,016,370.00	2.28%
FEDERAL FARM CREDIT BANK	53,399,446.93	8.12%
FEDERAL HOME LOAN BANK	121,730,601.00	18.52%
FEDERAL HOME LOAN MORTGAGE CORP	60,597,648.50	9.22%
FEDERAL NATIONAL MORTGAGE ASSOC	82,244,516.31	12.51%
U.S.TREASURY	20,463,114.12	3.11%
<b>Total Portfolio</b>		<b>\$657,402,713.10</b>

\* No more than 5% may be invested with a single corporate issuer.

\*\*There are no percentage limits on federal agency issuers.

**City of Carlsbad  
Bond Proceeds Investment Report  
September 30, 2014**

Fund Type	Investments	Stated Int. Rate	Maturity Date	Par Value	Cost	Source
<b>Assessment District 03-01 (College/Cannon)</b>						
Project Fund	Invesco Prime-Cash Money Market	N/A	N/A	\$ 928,390	\$ 928,390	Fiscal Agent: BNY Mellon Invesco
<b>Re-Assessment District 97-01 (Alga Road &amp; College Blvd)</b>						
Imprvmnt Fund - Alga	Invesco Prime-Cash Money Market	N/A	N/A	\$ 278,519	\$ 278,519	Fiscal Agent: US Bank Invesco
<b>Assessment District 95-01 (Carlsbad Ranch)</b>						
Reserve Fund	Repub Natl Bank Repo Agreement: HSBC (GIC)	5.83%	N/A	\$ 940,009	\$ 940,009	Fiscal Agent: BNY Mellon HSBC Bank of New York
<b>Assessment District 96-01 (Rancho Carrillo)</b>						
Reserve Fund	Repub Natl Bank Repo Agreement: HSBC (GIC)	6.03%	09/02/28	\$ 1,292,770	\$ 1,292,770	Fiscal Agent: BNY Mellon HSBC Bank of New York
<b>ReAssessment District 2012-1 (College/Cannon &amp; Poinsettia Lane)</b>						
Reserve Fund	BNY Goldman Sachs FS Money Market	various	N/A	\$ 2,163,781	\$ 2,163,781	Fiscal Agent: BNY Mellon BNY Mellon
Other	BNY Goldman Sachs FS Money Market	various	N/A	\$ 6,030	\$ 6,030	BNY Mellon
<b>EFJPA</b>						
Reserve Fund	AIG Investment Agreement (GIC)	5.36%	08/01/14	\$ -	\$ -	Fiscal Agent: BNY Mellon GIC
<b>Communities Facilities District #3 Improvement Area 1</b>						
Project Fund	Invesco Prime-Cash Money Market	N/A	N/A	\$ 1,836,336	\$ 1,836,336	Fiscal Agent: BNY Mellon Invesco
Reserve Fund	BNY Dreyfus Money Market	various	09/01/36	\$ 777,965	\$ 777,965	BNY Mellon
<b>Communities Facilities District #3 Improvement Area 2</b>						
Reserve Fund	BNY Dreyfus Money Market	various	09/01/38	\$ 1,068,180	\$ 1,068,180	Fiscal Agent: BNY Mellon BNY Mellon
Other	BNY Dreyfus Money Market	various	N/A	\$ -	\$ -	BNY Mellon
<b>CPFA Golf Course Bonds</b>						
Reserve Fund	BNY Mellon (GIC)	various	N/A	\$ 1,302,700	\$ 1,302,700	Fiscal Agent: BNY Mellon BNY Mellon
				<b>\$ 10,594,680</b>	<b>\$ 10,594,680</b>	

City of Carlsbad  
Summary of Outstanding Housing Loans  
As of September 30, 2014

Borrower	Development	Purpose	First date issued	# of loans issued	Loans issued by City to developers/homeowners	Loans issued by Developer to homeowners	# of loans outstanding	City loan repaid to City	Developer loan repaid to City	Loan amount due to City (recorded as AR)	Developer loan amount due to City (not on City's books)	Type of Loan
Individual homebuyers	City-wide (CHAP)	Sale	06/28/99	133	\$1,680,000	\$ -	19	(\$1,616,177)	\$ -	\$63,822.97	\$ -	63,823 Payment deferred 15 years. No interest is due unless home is sold before 16th year
Individual homebuyers	Calavera Hills	Sale	10/15/99	5	75,000	150,000	1	(60,000)	(120,000)	15,000	30,000	45,000 Payment deferred 30 years. No interest is due unless home is sold before 31th year
Individual homebuyers	Cherry Tree Walk	Sale	06/28/99	42	453,600	452,600	14	(313,200)	(283,250)	140,400	169,350	309,750 Payment deferred 30 years. No interest is due unless home is sold before 31th year
Individual homebuyers	Serrano	Sale	05/25/01	90	1,350,000	4,050,000	25	(974,240)	(2,610,000)	375,760	1,440,000	1,815,760 Payment deferred 30 years. No interest is due unless home is sold before 31th year
Individual homebuyers	Rancho Carlsbad	Sale	05/20/99	22	752,533	-	7	(531,711)	-	220,822	-	220,822 Principal is due when home is sold
Individual homebuyers	Solamar	Sale	09/26/88	9	147,726	-	1	(135,085)	-	12,661	-	12,661 Principal is due when home is sold
Catholic Charities	Homeless shelter	Shelter	09/19/97	1	200,000	-	1	-	-	200,000	-	200,000 Principal is due when property is sold
CB Laurel Tree Apartments	Laurel Tree	Rentals	12/24/98	2	1,134,000	-	2	(1,134,000)	-	(0)	-	(0) Principal and 3% interest each year for 30 years when surplus cash is available
USA Properties c/o CFHP	Rancho Carrillo	Rentals	03/05/01	1	1,157,584	-	1	(26,389)	-	1,131,195	-	1,131,195 Principal and 3% interest each year for 55 years when surplus cash is available
Pacific Vista Las Flores	Vista Las Flores	Rentals	02/27/01	1	363,948	-	1	-	-	363,948	-	363,948 Principal and 3% interest each year for 55 years when surplus cash is available
Poinsettia Housing Assoc	Poinsettia Station	Rentals	10/21/99	1	920,000	-	1	(224,279)	-	695,721	-	695,721 Principal and 3% interest each year for 55 years when surplus cash is available
Bridge Housing Corp	Villa Loma	Rentals	11/04/94	2	2,212,000	-	0	(2,212,000)	-	-	-	- Principal and 3% interest each year for 15 years when surplus cash is available
Dove Family Housing	La Costa Paloma	Rentals	07/15/03	1	2,070,000	-	1	(1,851,325)	-	218,675	-	218,675 Principal and 3% interest each year for 55 years when surplus cash is available
CIC Calavera LP	Mariposa Apts	Rentals	09/15/04	1	1,060,000	-	1	-	-	1,060,000	-	1,060,000 Principal and 3% interest each year for 55 years when surplus cash is available
Individual homebuyers	Mulberry at Breesi Ranch	Sale	04/29/05	100	1,840,000	19,660,200	100	-	-	1,840,000	19,660,200	21,500,200 Payment deferred 30 years. No interest is due unless home is sold before 31th year
Individual homebuyers	Village by the Sea	Sale	10/28/05	11	220,000	4,087,200	11	-	-	220,000	4,087,200	4,307,200 Payment deferred 30 years. No interest is due unless home is sold before 31th year
El Camino Family Housing	Cassia Heights	Rentals	03/07/06	1	1,454,276	-	1	-	-	1,454,276	-	1,454,276 Principal and 3% interest each year for 55 years when surplus cash is available
Individual homebuyers	Laguna Point	Sale	07/06/06	3	210,000	-	2	(70,000)	-	140,000	-	140,000 Payment deferred 45 years. No interest is due unless home is sold before 46th year
Individual homebuyers	The Bluffs	Sale	06/14/07	10	200,000	-	10	-	-	200,000	-	200,000 Payment deferred 30 years. No interest is due unless home is sold before 31th year
Individual homebuyers	Roosevelt Gardens	Sale	06/30/07	11	1,583,423	-	11	-	-	1,583,423	-	1,583,423 Refer to Agenda Bill 18,569 / Resolution 2006-131 & AB 19,183 / R2007-255
CIC La Costa	Hunter's Point	Rentals	08/19/08	1	1,932,000	-	1	-	-	1,932,000	-	1,932,000 Refer to AB18,251 / Resolution 2005-264
Down Payment & Closing Cost Assistance	Various	Assistance	06/25/09	22	255,518	-	21	(12,500)	-	243,018	-	243,018 Refer to Agenda Bill 19,415 / Resolution 2008-121
CIC Glen Ridge, LP	Glen Ridge	Rentals	10/05/09	1	1,014,000	-	1	-	-	1,014,000	-	1,014,000 Refer to Agenda Bill 397 / Resolution 435
Tavarua Senior Apartments, LP	Tavarua	Rentals	12/14/11	1	-	-	1	-	-	-	-	- Refer to Agenda Bill 418 / Resolution 475
North County Solutions for Change	Property Acquisition	Rentals	06/28/12	1	780,000	-	1	-	-	780,000	-	780,000 Refer to Agenda Bill 20,938/Resolution 2012-136
Catholic Charities	Homeless shelter	Shelter	03/01/10	3	507,585	-	3	-	-	507,585	-	507,585 Refer to AB19,768/R2009-068; AB20,530/R2011-081; AB20,764/R2011-268
Individual homeowners	N/A	Repair Property	05/20/10	8	30,392	-	7	(2,083)	-	28,309	-	28,309 Refer to AB19,415 / Resolution 2008-121
Hospice of North Coast	N/A	Acquisition	02/27/13	1	1,065,000	-	1	-	-	1,065,000	-	1,065,000 Refer to AB21,116/Resolution 2013-027
Harding Street Neighbors, LP	Carol-Harding Duplex	Acquisition	03/14/13	1	7,408,000	-	1	-	-	7,408,000	-	7,408,000 Refer to AB21,028/Resolution 2012-235
Tracy Templeton	Laguna Point	Sale	04/17/13	1	108,150	-	1	-	-	108,150	-	108,150 TBD
Thomas & Judy Kim	Rose Bay	Sale	08/23/13	1	229,775	-	1	-	-	229,775	-	229,775 Payment deferred 30 years. No interest is due unless home is sold before 31th year
Allowances					(1,600,894)					(1,600,894)		
				488	\$ 30,813,616	\$ 28,400,000	249	\$ (9,162,968)	\$ (3,013,250)	\$ 21,650,648	\$ 25,386,750	\$ 48,638,292

July 14: received \$4,824 in CHAP loan payments. August 14: received \$2,169 in CHAP loan payments. September 14: received \$2,66.69 in CHAP loan payments; received a \$174,749 payment related to the La Costa Paloma development; received a \$79,498 payment related to the Poinsettia Station development





# CITY OF CARLSBAD – AGENDA BILL

7

AB# 21,778	INTRODUCE AN ORDINANCE TO REPEAL CARLSBAD MUNICIPAL CODE SECTION 3.28.130 REGARDING THE PAYMENT OF PREVAILING WAGES	DEPT. DIRECTOR
DATE: 11/4/2014		CITY ATTY. <i>LB</i>
DEPT. CITY ATTY		CITY MGR. <i>GD</i>

## RECOMMENDED ACTION:

Introduce Ordinance CS- CS-265 repealing Carlsbad Municipal Code Section 3.28.130 regarding prevailing wages.

## ITEM EXPLANATION:

Section 404 of the Carlsbad Charter granted the city council the power to establish rules and regulations regarding compensation paid for public works projects. The city council subsequently passed Carlsbad Municipal Code Section 3.28.130, which exempts public works contracts from prevailing wage law when the projects are a municipal affair.

The state recently added section 1782 to the Labor Code. It states that any charter city that has a charter provision or ordinance that authorizes a contractor to not pay prevailing wages shall not receive or use state funding or financial assistance for construction projects. It becomes effective January 1, 2015. The law also applies to any entity controlled by the charter city, which could include the Carlsbad Municipal Water District (CMWD).

A coalition of five charter cities, including Carlsbad, recently challenged this law. The court held that the law did not interfere with a charter city's right to govern its municipal affairs. The matter is on appeal but will most likely not be resolved by the end of the year.

Staff recommends that the ordinance be repealed pending the outcome of the court challenge so as not to jeopardize the city and CMWD's ability to receive state funding.

## FISCAL IMPACT:

The new law states "State funding or financial assistance includes direct state funding, state loans and loan guarantees, state tax credits, and any other type of state financial support for a construction project. State funding or financial assistance does not include revenues that charter cities are entitled to receive without conditions under the California Constitution." The state has not yet issued any guidance as to how this is to be interpreted. The Department of Labor has opined that any source of funding received from outside the city triggers the requirement of the payment of prevailing wages. Gas Tax funds are a state excise tax and may be at risk. There is also some concern about Transnet funding.

DEPARTMENT CONTACT: Ron Kemp 760-434-2891 [ronald.kemp@carlsbadca.gov](mailto:ronald.kemp@carlsbadca.gov)

<b>FOR CLERK USE.</b>				
<b>COUNCIL ACTION:</b>	APPROVED	<input type="checkbox"/>	CONTINUED TO DATE SPECIFIC	<input type="checkbox"/>
	DENIED	<input type="checkbox"/>	CONTINUED TO DATE UNKNOWN	<input type="checkbox"/>
	CONTINUED	<input type="checkbox"/>	RETURNED TO STAFF	<input type="checkbox"/>
	WITHDRAWN	<input type="checkbox"/>	OTHER – SEE MINUTES	<input type="checkbox"/>
	AMENDED	<input type="checkbox"/>	REPORT RECEIVED	<input type="checkbox"/>

The city currently receives \$2.8 million in Gas Tax revenue and \$3.3 million in Transnet Local Funding. CMWD is seeking a \$28.1 million loan for the recycled water program and a grant of \$4 million under Proposition 84.

The expense resulting from paying prevailing wages on the current program of projects is uncertain. When the prevailing wage ordinance was passed, staff estimated a 20% savings on labor costs and an overall savings of 7% on public works projects. Applying this percentage to the identified projects in the Capital Improvement Program results in a savings of \$16.7 million over a fifteen year horizon. This is somewhat speculative as contractors often pay prevailing wages anyway and some of the projects may not be built. The revenue calculation is more measurable. Finance forecasts receiving almost \$103 million from Transnet and Gas Tax revenues over the 15-year horizon of the CIP.

#### **ENVIRONMENTAL IMPACT:**

This action does not constitute a project as defined under CEQA (California Environmental Quality Act) pursuant to Public Resources Code Section 21065 in that the proposed ordinance would not cause any direct physical change in the environment.

#### **EXHIBITS:**

1. Ordinance No. CS- CS-265 repealing Section 3.28.130 of the Carlsbad Municipal Code, regarding the payment of prevailing wages.

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1 EFFECTIVE DATE: This ordinance shall be effective January 1, 2015; and the  
2 city clerk shall certify the adoption of this ordinance and cause the full text of the ordinance  
3 or a summary of the ordinance prepared by the City Attorney to be published at least once  
4 in a newspaper of general circulation in the City of Carlsbad within fifteen days after its  
5 adoption.  
6

7 INTRODUCED AND FIRST READ at a regular meeting of the Carlsbad City  
8 Council on the \_\_\_\_ day of \_\_\_\_\_, 2014, and thereafter  
9

10 PASSED AND ADOPTED at a regular meeting of the City Council of the City of  
11 Carlsbad on the \_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote, to wit:

12 AYES:

13 NOES:

14 ABSENT:

15  
16  
17  
18 APPROVED AS TO FORM AND LEGALITY:  
19  
20

21 \_\_\_\_\_  
CELIA A. BREWER, City Attorney

22 \_\_\_\_\_  
23 MATT HALL, Mayor

24  
25 ATTEST:

26  
27 \_\_\_\_\_  
BARBARA ENGLESON, City Clerk  
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